

**COUNTY OF GREENVILLE  
PARKING LOT IMPROVEMENTS  
AT WESTSIDE PARK  
IFB #52-02/17/16**



**Greenville  
County**

**DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT SERVICES DIVISION  
GREENVILLE COUNTY SQUARE  
301 UNIVERSITY RIDGE, SUITE 100  
GREENVILLE, SOUTH CAROLINA 29601**

**[www.greenvillecounty.org](http://www.greenvillecounty.org)**

**Phone: 864-467-7200**



GREENVILLE COUNTY COUNCIL  
PROCUREMENT SERVICES DIVISION  
GREENVILLE COUNTY SQUARE  
301 UNIVERSITY RIDGE, SUITE 100  
GREENVILLE, SOUTH CAROLINA 29601-3660

NOTICE

Date: January 22, 2016

Sealed bids for furnishing PARKING LOT IMPROVEMENTS AT WESTSIDE PARK subject to the conditions and all provisions set forth herein and attached will be received at this office until 3:00 P.M., E.S.T February 17, 2016, then publicly opened. The commodities and/or services must be furnished as described and specified to Greenville County.

SHOW THIS NUMBER ON ENVELOPE

IFB No. #52-02/17/16

PROCUREMENT SERVICES DIVISION

By

Director

	COMMODITIES OR SERVICES	
	<p>GREENVILLE COUNTY IS REQUESTING SUBMISSION OF SEALED BIDS FROM VENDORS TO PROVIDE PARKING LOT IMPROVEMENTS AT WESTSIDE PARK PER ALL SPECIFICATIONS AND INSTRUCTIONS INCLUDED IN THIS IFB. SITE DRAWINGS ARE PROVIDED IN ATTACHMENT A.</p> <p>BIDS MUST BE SUBMITTED ON THE BID SHEET (PAGE 36) WITH THE TOTAL BEING LISTED AT THE TOP. FORM MUST BE SIGNED AND DATED.</p> <p>PLEASE SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES OF YOUR BID.</p> <p>A <u>PRE-BID MEETING AND SITE VISIT</u> WILL BE HELD AT <u>10:00 A.M., E.S.T., JANUARY 27, 2016</u> AT <u>GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION, 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601.</u> THE <u>SITE VISIT</u> WILL BE HELD AFTER THE MEETING AT <u>2700 W. BLUE RIDGE DRIVE, GREENVILLE, SC 29611.</u></p> <p>QUESTIONS CONCERNING THE IFB ARE TO BE SUBMITTED IN WRITING TO CAL PILGRIM, BUYER, GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION, SUITE 100, 301 UNIVERSITY RIDGE, GREENVILLE, SC 29601, BY FAX (864) 467-7304 OR EMAIL cpilgrim@greenvillecounty.org NO LATER THAN 5:00 P.M., E.S.T. FEBRUARY 4, 2016.</p> <p><u>PLEASE SIGN</u> THE FOLLOWING PAGE AND BID SHEET (PAGE 36). FAILURE TO SIGN WILL VOID YOUR BID. PLEASE MARK YOUR ENVELOPE TO READ:</p> <p><u>IFB #52-02/17/16.</u></p>	

**INSTRUCTIONS TO RESPONDENTS**

**IFB #52-02/17/16 PARKING LOT IMPROVEMENTS AT WESTSIDE PARK**

1. Unless otherwise required, submit only one (1) unbound original and three (3) bound copies of each RFI/RFQ/IFB/Proposals.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

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**CONDITIONS**

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

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**RFI/RFQ/IFB/PROPOSAL**

(DATE) \_\_\_\_\_

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within \_\_\_\_\_ days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within \_\_\_\_\_ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days \_\_\_\_\_ %.

FIRM NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

BY \_\_\_\_\_  
**(RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING)**

PRINT NAME \_\_\_\_\_

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

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

**COUNTY OF GREENVILLE  
PARKING LOT IMPROVEMENTS  
AT WESTSIDE PARK  
IFB #52-02/17/16**

**SCHEDULE**

**January 27, 2016**

A **pre-bid meeting and site visit** will be held at **10:00 A.M., E.S.T.**, Greenville County Procurement Services Division, **301 University Ridge, Suite 100, Greenville, SC 29601**. The **site visit** will be held after the meeting at **2700 W. Blue Ridge Drive, Greenville, SC 29611**.

**February 4, 2016**

**All questions** must be submitted in writing to Cal Pilgrim, Buyer, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, by Fax (864)467-7304, or by email [cpilgrim@greenvillecounty.org](mailto:cpilgrim@greenvillecounty.org), by **5:00 P.M., E.S.T.**

**February 17, 2016**

**Bids** must be delivered to the Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 no later than **3:00 P.M. E.S.T.**

**February 17 - 26, 2016**

**Review** of Bids

**February 26, 2016**

Tentative Date of **Award**

**February 26 – March 11, 2016**

**Contract** Negotiations

**March 11, 2016**

Issue **Notice to Proceed**



**Greenville  
County**

**INVITATION FOR BIDS  
PARKING LOT IMPROVEMENTS  
AT WESTSIDE PARK  
IFB #52-02/17/16**

I. Introduction

Greenville County is requesting sealed bids from vendors to provide parking lot improvements at Westside Park located at 2700 W. Blue Ridge Drive, Greenville, SC 29611.

II. Scope of Work

The purpose of the work is to repair, replace, and expand existing parking at Westside Park. The Contractor shall provide demolition, clearing, removal and recycling of existing pavements, new paving, erosion control, grassing, and related services as described in these plans and specifications.

**PROJECT SPECIFICATIONS**

Where referenced in these Specifications, the project shall be constructed in accordance with the South Carolina Department of Transportation's Standard Specifications for Highway Construction, 2007 Edition (Division 200 through Division 816), the South Carolina Department of Transportation's 2004 Construction Manual, the Supplemental Technical Specifications in effect at the time of bidding, and the following project specific Special Provisions. All information contained in the SCDOT specifications referenced above shall carry the full weight and force as if included in this document verbatim and are hereby incorporated into this document by reference.

No portion of the SCDOT Specifications Sections Referencing Payment or those before Division 200 shall be in effect and/or used on this project unless specified. Where the SCDOT Specifications refer to the RME (Resident Maintenance Engineer), substitute Owner's Representative.

The following Specifications are specifically referenced for this work:

1. Subgrade Preparation: Section 208.
2. Proofrolling: Section 211.
3. Graded Aggregate Base Course (GABC): Section 305
4. Hot Mixed Asphalt (HMA): Type C, Section 401.
5. HMA Intermediate Course: Type C, Section 402.
6. HMA Surface Course: Type C, Section 403.
7. Permanent Pipe Culverts: Section 714.

8. Catch Basins: Section 719.
9. Concrete Curb: Section 720.

Cold in-place recycling of asphalt shall be according to GREENVILLE COUNTY "RECONSTRUCTION – COLD IN-PLACE RECYCLING" which is included in the bid package.

#### SURVEY STAKING

The Contractor shall be responsible for hiring a professional land surveyor to establish all layouts necessary to construct all portions of the project. The County will provide drawings in AutoCAD format and certain survey control points for use by the Contractor. SCDOT Section 105.8.2 shall be in full effect for this line item. Prior to starting construction, the contractor is responsible for verifying the proposed layout will work within the existing site conditions. In the event that some elevation adjustments are needed, the associated costs for verification and/or adjustment shall be included in the cost of staking. All layouts shall be approved by the Owners Representative. All layout modifications must be approved by the engineer of construction inspection prior to the work being done.

#### CLEARING AND GRUBBING

Clearing shall consist of the cutting of all trees and brush within the limits of disturbance and the satisfactory disposal of the vegetation and other debris and/or obstructions within areas to be cleared including but not limited to downed timber, snags, brush, fences, old building foundations and other items which may affect the work. This work shall also include the protection and preservation from injury or defacement of all vegetation and objects designated to remain.

Grubbing shall consist of the removal and disposal of stumps, roots (larger than two inches in diameter), matted roots, and material that contain more than five percent (5%) by weight of fibrous organic matter within. This material, together with logs and other organic or manmade debris not suitable for foundation purposes, shall be excavated and removed to a depth of not less than eighteen inches (18") below the original ground surface grade in embankment areas. Depressions made by grubbing shall be filled with suitable material and compacted to match the original adjacent surface of the ground.

#### DISPOSAL OF CLEARED AND GRUBBED MATERIALS

All materials removed by clearing and grubbing shall be removed from the project and legally disposed of as specified or directed. Limbs and branches may be chipped and spread onsite as mulch in an approved location. Burning shall not be permitted (prohibited).

Remove trees, shrubs, grass and other vegetation, improvements or obstructions, as indicated, or which interfere with new construction. Removal includes digging out stumps and roots, together with subsequent off-site disposal. Strip and stockpile topsoil that will be reused in the work.

Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

Provide temporary fences, barricades, coverings, or other protection to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Provide protection for adjacent properties as required. Restore damaged work to condition existing prior to start of work.

Existing trees and other vegetation indicated to remain in place are to be protected against cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, vehicular traffic, or parking of vehicles within the drip line. Provide temporary barricades at the drip line to protect trees and vegetation to remain. Excessively damaged trees shall be replaced or otherwise compensated for, as determined by the Engineer, at the expense of the Contractor.

Prior to construction, the contractor shall confirm the location of all trees and vegetation to remain, and water lines, sprinklers, and valves associated within these areas.

#### SITE GRADING

Grading and land-disturbing activities must be performed in accordance with the erosion and sediment control plan. The County will provide copies of the SCDOT Encroachment Permit and the SCDHEC Stormwater Pollution Prevention Plan (SWPPP). The Contractor is responsible for reviewing and following these permits and obtaining other permits if needed prior to construction. All erosion control measures shown on the plans are to be installed prior to, and maintained throughout, construction. Control air pollution caused by dust and dirt; comply with governing regulations.

Fill depressions and voids resulting from site clearing operations. Using satisfactory soil materials, place in maximum 6 inch deep horizontal layers and compact each layer as required in SCDOT Section 208. Grade ground surface to conform to required contours and to provide surface drainage.

Note that Parking Lot C has extensive exposed bedrock. Due to this grading is not feasible. Remove loose soil and cover with Graded Aggregate Base Course as noted on the plan.

#### CONSTRUCTION SCHEDULING

The Contractor shall work with the Owners Representative and Park Personnel to schedule work around Park events. One way traffic shall be maintained at all times into and out of the Park. Approximately 50% of the onsite parking shall remain open at any given time. The remote Parking Lot F on Alma Street may be completely closed at one time. The Contractor may wish to consider working nights to minimize traffic concerns, but must get preapproval and notify local residents during construction.

## CONSTRUCTION DELAYS

The Owners Representative shall be notified immediately in writing of construction delays from weather, utility relocations, and unforeseen circumstances. All construction delays shall be reviewed by the County. Contract time extensions for the project, if any, shall be granted in writing by the County. It is the sole responsibility of the contractor to submit full details surrounding all delays, request a determination of the status of each delay and modify the construction schedule, as needed, to complete the work within the adjusted time frame - by the revised completion date.

## UTILITY COORDINATION AND RELOCATION

The Contractor is responsible for all utility coordination and relocation. The location, size, and material type of the existing utilities shown on the plans are from the best available information. The Contractor will be responsible for determining the exact location, size, and material type of the existing facilities necessary to avoid damage to existing facilities. Each construction schedule shall reflect time required for utility coordination and relocation.

It is the responsibility of the Contractor to (1.) obtain drawings of all utilities on the site and/or contact local utility companies for location and verification of underground lines as to avoid hazards during construction. (2.) Locate and identify existing underground and overhead services and utilities within contract limit work areas. And (3.) provide adequate means of protection of utilities and services designated to remain. All repairs and/or utility reconnects or damages as a result of the Contractors during construction shall be at the Contractor's expense. Damaged facilities shall be returned to original or better condition at no additional cost to the County.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during construction, immediately notify Owners Representative and the appropriate utility contractor or applicable utility to obtain directions before continuing with construction operations.

It is the contractor's responsibility to coordinate the adjustment of utility valves, meters, service lines, etc. by the respective utility company during all construction activities. All valves and meters shall be adjusted to conform to finished grade of the road, sidewalk, or cut/fill slopes respectively or relocated to avoid conflicts with curb and gutter, sidewalk, steps, walls, etc. and to the standards dictated by the utility entity or County.

## ROCK EXCAVATION

It is believed that all of the work will be above the level of rock. For the purposes of this contract, rock is defined as any material which cannot be excavated with a large trackhoe, such as a Caterpillar Model 345DL or equivalent, occupying an original volume of at least ½ cubic yard or more and which requires blasting or pneumatic equipment to excavate. Should rock be encountered the engineer shall be notified and grades adjusted to avoid blasting or rock removal.

## TEMPORARY LANE CLOSURES

Temporary lane closures shall not disrupt the natural circulation of local traffic. All temporary lane closures (if allowed) must always maintain one-way traffic flow (if one way flow is approved). All approvals will be in writing and approval must be in force a minimum of 24 hours before any closure. Temporary lane closures shall be set up in conformance with current SCMUTCD standards and all flagmen shall be *properly* equipped and trained. All signs, barrels, cones, message boards, flag-men, stop/slow paddle boards, vests, barricades, etc shall be provided by the contractor. All provisions of national and state MUTCD manuals will be complied with.

## ACCESS TO EXISTING PROPERTIES

Contractor shall maintain access to the Aquatics Center and ballfields at all times. Contractor shall work with the County Representative to schedule installation of drives and sidewalk entrances when most convenient. Cleanup shall be done on a daily basis with the area being left in a condition which meets the approval of the County Representative. The contractor will also be responsible for immediately cleaning up any mud that gets tracked onto the roadway or sidewalk due to the construction.

## SITE ELECTRICAL

This item involves installation of conduit for future wiring only. Duke Energy shall install additional lighting after the work is complete.

## COLD IN-PLACE RECYCLING

### Pavement Reconstruction

Description: Pavements designated for reconstruction shall be repaired using the Cold In-Place Recycling (Curbed & Non Curbed Roads) method. The Contractor shall furnish all equipment, tools, labor and any other appurtenances necessary to complete the work within the contract time frame. Application rates will be as identified per the road evaluation. At the completion of the project, all work shall have been performed and finished in a clean, neat, attractive and workmanlike manner, in a safe condition and in compliance with all applicable laws.

Equipment: Machinery having a function similar to the BOMAG MPH 100 RECYCLER WITH THE ALPS II LIQUID ADDITIVE SYSTEM, CMI RS-650 WITH LIQUID ADDITIVE SYSTEM or the CATERPILLAR R-250 RECLAIMER WITH THE CATERPILLAR LIQUID ADDITIVE EQUIPMENT, is pre-approved for use.

Alternate means of reclamation, pulverizing, and additive introduction (using conventional rippers, motor graders, tractors, and water trucks) are acceptable, provided a uniform mix of particles and that the method of additive introduction is uniform and measurable, are achieved prior to compaction. All methods are subject to proof of equivalency, (i.e., gradation test data of crushed material).

Materials: The materials to be used in the reconstructed base shall be in most cases the existing pavement and base material. The pulverized base material shall meet the following gradation requirements:

Sieve Size	% Passing
1-1/4"	98
1"	90-100

Stone: Any additional stone needed under this specification shall meet the requirements of Section 305, Graded Aggregate Base Course, as defined in the SCDOT Standard Specifications for Highway Construction, Latest Edition, as revised/amended. At least fifteen (15) days prior to beginning work, the contractor shall furnish the County Engineer with gradation test results of the stone intended for use.

Emulsion: Liquid asphalt emulsion added shall provide an even distribution and shall not break prematurely. It shall provide the mixture with sufficient stability. *An example of emulsion criteria setup that has been used and found tentatively acceptable to Greenville County follows:*

Emulsion Criteria: Asphalt emulsion added to the RAP shall provide an even distribution on the millings and shall not break prematurely. It shall provide the mixture with sufficient stability that meets the requirements of Table 1. The asphalt emulsion shall also conform to the values given in Table 1 and performed in compliance with AASHTO T 59. The asphalt emulsion supplier shall perform all testing for both emulsions and mixes at a SCDOT approved laboratory.

Table 1:

Property	Criteria
Particle Change	Positive
Distillation: Oil Distillate by volume of emulsion (%) Residue (%) Penetration @ 77F	0.5 max 58 min. 40-90
Sieve Test (%)	0.10 max
Storage Stability	1.0 max

Please use Reference: SCDOT Standard Specifications for Highway Construction, Latest Edition; Sections 407.2.4 and 407.2.5.

As a minimum all emulsions applicable must meet SCDOT specifications. Other equivalent emulsions may be substituted provided, laboratory analysis, (by an independent testing firm confirming compatibility and suitability) can be certified in writing to the County Engineer at least fifteen days prior to beginning work.

## Construction Requirements

**Weather Limitations:** Recycling operations shall not begin until the atmospheric temperature is 50°F and rising. Recycling operations shall be discontinued when the temperature is 55°F and falling. Recycling operations shall not be performed when the weather is foggy or rainy, or when weather conditions are such that the proper mixing, spreading and compacting of the recycled materials cannot be accomplished. Recycled pavement damaged by precipitation shall be reprocessed or repaired by other methods approved by the County Engineer, at the Contractor's expense.

**Recycling:** Recycling existing pavement and base material, including grinding, ripping or scarifying, mixing of milled RAP should be done as a continuous operation to its full in-place depth, with the addition of new emulsified asphalt and/or a recycling or rejuvenating agent, possibly also with virgin aggregate. Establish a base material depth of not less than four (4) inches or more than six (6) inches and extending where possible, eighteen (18) inches beyond the existing pavement edge. Where the depth of the existing pavement and base material is less than four (4) inches, the Contractor shall add virgin aggregate to the recycled mix to an increased depth of not less than four (4) inches or not more than six (6) inches, unless approved by the County Engineer. Geotechnical reports will be required.

**Mixing:** Following the initial pulverization of the existing pavement section, additional crusher run stone aggregate required, shall be added and mixed with the prescribed equipment while adding liquid asphalt emulsion to the mixture at a per road design rate and/or at percent rate by weight (approved by the County Engineer) of new material.

**Compaction:** The recycled mix shall be compacted in general compliance with Section 208 of the SCDOT Specifications for Subgrade. In lieu of density testing, a proof roll of the recycled base material may be used. The proof roll may incorporate the use of a fully loaded tandem axle dump truck or similar piece of pneumatic tired equipment moving in an overlapping pattern making two complete passes over the entire area. Area that deflects or "pumps" beneath the passage of the equipment will be reconditioned at no additional cost to the County. Any pre-existing condition due to the sub-base soil may be eligible for payment for undercutting and/or repair of sub-base.

**Testing:** The asphalt content of the recycled mix shall be determined by a testing laboratory and approved by the County Engineer. Payment for these tests will be the responsibility of the Contractor. Asphalt content testing shall be in accordance with ASTM D-2172 "Standard Test Methods for Quantitative Extraction of Bituminous from Bituminous Paving Mixtures". The testing frequency shall be one test for every 1,500 yd<sup>2</sup> of recycled surface, but in no case shall the frequency of testing be less than one test per road. In case of a failing test, two additional tests may be taken within the same, 1,500 yd<sup>2</sup> test section. If the averages of the three tests meet the minimum, then the area in question will not require a rework.

If the average of the three tests does not meet the minimum asphalt content, corrective actions will be taken at no additional cost to the County. Asphalt content reports must

be submitted and approved by the County Engineer prior to recycled roads being surfaced.

Whether or not an appreciable differential exists between the finished grade elevations of driveways and the new roadway surface, all driveway tie-ins shall be made for the entire width and length not exceeding the road right of way. No drop offs will be allowed. No driveway tie-in will be made which exceeds the given road right-of-way limits.

Maximum Curing Time: Unless otherwise noted or directed by the County Engineer, all cold in-place recycled (reconstructed) roads will have a finished asphalt surface course applied within twenty-one (21) days of approval of the asphalt content reports.

Method of Measurement and Payment: The unit bid price for all items incidental to the Reconstruction (Cold in-Place Recycle) Road Program shall include an amount sufficient to compensate the Contractor for providing all labor, materials, equipment, tool, transportation, supplies, and testing required to complete in-place. The work shall be in accordance with the plans, specifications and terms of this contract.

Measurement and payment for work conducted herein specified shall be the total number of yd<sup>2</sup> for cold in-place recycling of roads complete in-place; the total number of gallons used for liquid asphalt emulsion and for crusher run stone, the total number of tons used complete in-place.

#### Hot Laid Asphalt Concrete Surface/Binder

Description: This work shall consist of overlaying the cold in-place recycled pavements with an asphalt wearing course of Hot Laid Asphaltic Concrete, Surface Course Type C, and/or Binder Course, in accordance with all applicable portions of the SCDOT Standard Specifications. The Contractor shall furnish all equipment, tools, labor, and any other appurtenances necessary to complete the work within the contract time frame. Additional preparatory work may be required when directed by the County Engineer. Application rates will be identified per road evaluation reports. At the completion of the project all work shall have been performed and finished in a clean, neat, attractive and workmanlike manner in a safe condition and in compliance with all applicable laws.

Materials: The applicable portions of Section 400, Asphalt Pavements of the SCDOT Standard Specifications for Highway Construction, as revised/amended, shall apply to this contract.

At least fifteen (15) days prior to the beginning of the work, the Contractor shall furnish to the County Engineer the SCDOT approved Job Mix Formula(s) for the materials he intends to supply in conjunction with the performance of this contract.

The Contractor may incorporate Recycled Asphalt Pavement (RAP), up to a maximum of ten (10%) percent, into asphalt pavement surface and base courses. Job Mix Formula(s) containing RAP may be designed and certified by an Independent Engineering Firm for approval by the County Engineer when approval by the SCDOT

cannot be readily secured. Job Mix Formula(s) with a higher rate of (10%) incorporated RAP may be used with County Engineer authorization. The Contractor may submit documents (*written proof*) of the cost effectiveness of using a Job Mix Formula with an increased RAP content and apply that cost savings to reduce the (virgin) asphalt concrete mix unit bid price. However, no design Job Mix Formula used in the completion of this contract shall exceed the maximum RAP incorporated content established by the County Engineer. All job mix formula(s) must be submitted by an independent engineering firm and have a stamp of a Professional Engineer registered in the State of South Carolina.

#### Construction Requirements

All work shall include, but is not limited to, the cleaning, preparation and recycling of the existing pavement; application/compaction of crusher run stone/asphaltic concrete; application of an emulsified asphalt as a binding agent; regrading, reshaping to typical crown section; testing, and other work as deemed appropriate.

The application rate of hot laid asphaltic concrete, surface course, Type C, for each road herein designated part of the Road Improvement Program shall be per the evaluation report. The average application rate for any road shall be not less than 165 lbs / yd<sup>2</sup> or more than 385 lbs / yd<sup>2</sup> for surface courses. The finished compacted in-place thickness shall be in accordance with the requirements outlined per each roadway evaluation report.

The application rate for hot laid asphaltic concrete binder course, shall be sufficient to provide a finished compacted in-place thickness of three (3.0) inches for thin applications and five (5.0) inches for thick applications, in accordance with the requirements outlined for each roadway evaluation. The application rate may be exceeded for a roadway only upon pre-authorization of the County Engineer or his/her representative.

An emulsified asphalt tack coat shall be used were applicable. Additional preparatory work may be required when directed by the County Engineer.

Asphaltic concrete surface and binder courses shall be compacted to a density of at least 95% in accordance with the Marshall Method of Testing (as determined by ASTM D-1559-89) or a test strip determination at the discretion of the County Engineer.

Unless otherwise directed, all driveways shall be tied-in in such a manner as not to exceed the road right-of-way for their full width and length. The maximum average application rate for any road shall not exceed 385 lbs / yd<sup>2</sup> for surface courses, and 550 lbs / yd<sup>2</sup> for binder courses.

Field Testing: The Contractor shall be responsible for monitoring the compaction process and making adjustments in equipment and/or roller pattern so as to meet the specified in-place density requirements. If, in the judgment of the County Engineer, a weak subbase or poor subgrade condition results in a density lower than the minimum

specified, maximum practical density lower than that specified may be established by the County Engineer.

The Contractor shall be responsible for density testing to ensure all compacted asphaltic concrete surface and binder courses meet and/or exceed 95% in accordance with the Marshall Method of Testing (as determined by ASTM D-1559-89), or a test strip determination at the discretion of the County Engineer.

### III. Project Duration

The project must be completed within 60 days of the Notice to Proceed. An extension may be considered due to inclement weather at the discretion of the County.

### IV. Pricing

Pricing for this project shall be submitted using the Bid Sheet (page 36). Any taxes due must be listed on a separate line. The total shall be listed at the bottom of the bid sheet. An authorized representative must sign this form. Failure to sign will void your bid.

### V. Pre-bid Meeting and Site Visit

A **pre-bid meeting and site visit** will be held at **10:00 A.M., E.S.T., January 27, 2016**, Greenville County Procurement Services Division, **301 University Ridge, Suite 100, Greenville SC 29601**. The **site visit** will be held after the meeting at **2700 W. Blue Ridge Drive, Greenville, SC 29611**.

### VI. Bonding

Information on Bid Bonds, Performance and Payment Bonds is listed in the Instructions/Terms and Conditions (page 19).

### VII. Submission Procedures, Requirements

#### A. Submittals

All submissions must be received by **3:00 P.M., E.S.T., WEDNESDAY, FEBRUARY 17, 2016** and delivered to Greenville County Procurement Services Division, 301 University Ridge, Suite 100, Greenville, South Carolina 29601. If the submission is late the bid will be rejected. There will be no exceptions. Responders submitting bids shall be responsible for all cost of preparing such bids.

Responders to this Invitation for Bids shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) unbound original and three (3) bound copies of their bid to the address listed below. To ensure acceptance of the bid, the Invitation for Bids number (IFB #52-02/17/16) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

**County of Greenville**  
**Department of General Services**  
**Procurement Services Division, Attn: Procurement Director**  
**301 University Ridge, Suite 100**  
**Greenville, South Carolina 29601-3665**  
**IFB #52-02/17/16**

B. License and Permits

The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

VIII. Statement of Qualifications

Vendors shall provide the following with their response:

1. Copy of General Contractor's License and Certifications.
2. A list of at least three (3) references where Vendor provides equipment and services similar to the equipment and services under consideration in this IFB. Include the name of the facilities, address and telephone number, plus the name of a contact person and title. Greenville County may contact the references at any time during the review of the IFB.

IX. Inquiries and Addenda

A. Questions

All questions concerning this IFB are to be submitted in writing via fax, electronic mail, or regular mail to Cal Pilgrim, Buyer, Procurement Services Division, to the address listed below, no later than **5:00 P.M., E.S.T., FEBRUARY 4, 2016**. Please refer all questions in writing about this Invitation for Bids and project to:

**County of Greenville**  
**Cal Pilgrim, Buyer**  
**Procurement Services Division**  
**301 University Ridge, Suite 100**  
**Greenville, South Carolina 29601-3665**  
**Phone: (864) 467-7204**  
**Fax: (864) 467-7304**  
**E-mail: [cpilgrim@greenvillecounty.org](mailto:cpilgrim@greenvillecounty.org)**

All inquiries and responses will be distributed to all vendors known to have received the IFB document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this IFB.

B. Addenda

This IFB represents the most definite statement Greenville County will make concerning information upon which bids are to be based. Any changes to this IFB will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received an IFB document. No addenda will be issued later than five (5) working days prior to the date for receipt for bids except an addendum which, if necessary, postpones the date for receipt of bids or cancels this IFB. Vendors shall acknowledge receipt of all addenda with their Bid.

X. General Information

A. Proprietary Information

The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Invitation for Bids are subject to requirements of the Freedom of Information Act and may be deemed public records.

B. Errors and Omissions

The Responder will not be allowed to take advantage of any errors or omissions in the Invitation for Bids. Where errors or omissions appear in the IFB, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

C. Withdrawal of Bid

An official representative of a Responder may withdraw a Responder's response at any time prior to the bid submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D. Non-Endorsement

If the County awards contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Greenville's endorsement of the successful Responder's services.

XI. Insurance

**The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all**

similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- B. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to **County's** IFB #52-02/17/16.
- D. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- E. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

\$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker's Compensation:**

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation in favor of and/or applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

**No deviation from this coverage's will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.**

XII. Evaluation Criteria

The bids will be evaluated on the following criteria which are in no particular order. Greenville County reserves the right to interview responders to this IFB at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this Invitation for Bid
- Cost
- Experience in providing similar size and scope of services
- References

XIII. Illegal Immigration Reform Act Compliance

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

XIV. Sample Contract

A sample Contract is attached for review.

COUNTY OF GREENVILLE  
PROCUREMENT SERVICES DIVISION  
PARKING LOT IMPROVEMENTS  
AT WESTSIDE PARK  
IFB #52-02/17/16

INSTRUCTIONS/TERMS AND CONDITIONS:

1. IFB Opening and Award: Bids will be examined promptly after opening and each bid will be announced to all participants. However, no decision will be made until Procurement and the user Division have had ample time to review each bid. However, award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County's best interest. The contract will be awarded to the bid that meets the requirements and criteria set forth in the invitation for bid. No bid may be withdrawn for a period of sixty (60) days after bid opening date. Bids, whether mailed or hand delivered, must be received and time/date stamped in the Procurement Services Office by the closing time and date indicated on the bid. Bids received after the bid closing time/date will not be accepted. By submission of a bid, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.
2. Rights Reserved by Greenville County: Greenville County reserves the right to reject any and all bids, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in bid evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
3. Responders Qualification: Responders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidders ability to provide the products or services requested herein.
4. Responders Responsibility: Each bidder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or to any contract as a result of this bid.
5. References: The County requires bidders to list at least three (3) references, names, addresses and telephone numbers of contact persons for companies with whom the bidder has performed or provided similar work, service or product.
6. Waiver: The County reserves the right to waive any Instructions to Bidders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.
7. Rejection: Greenville County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like

bids; or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

8. Bid form: Each bidder must submit a bid on the form provided. The bidder shall sign his bid correctly or the bid may be rejected. If the bid shows any omissions, alteration of form, unauthorized additions, a conditional bid or any irregularities of any kind, bid may be rejected. Bid may not be accepted on any other form than the bid form provided.
9. Questions: Questions shall be submitted in writing to Cal Pilgrim, Buyer, Procurement Services Division, County of Greenville, 301 University Ridge, Suite 100 by Fax (864) 467-7304 or by E-Mail to [cpilgrim@greenvillecounty.org](mailto:cpilgrim@greenvillecounty.org) by 5:00 P.M., E.S.T., February 4, 2016.
10. Bid Bond: Bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Check, Cashier's or Bank Money Order of any national or state bank and shall be made payable to Greenville County. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.
11. Return of Bid Bond: When bids are awarded, the Procurement Services Division will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.
12. Performance and Payment Bond: The successful bidder, within fifteen (15) working days after acceptance of the bidder's offer by the County, shall furnish a satisfactory performance and payment bond in the amount of the total bid price. The performance and payment bond must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Procurement Services Director. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Procurement Services Division the performance and payment bond in said period of fifteen (15) working days after acceptance of the bidder's offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The Bond must have approval by the County Attorney's Office before it is made effective. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bond will be in effect for one year after completion of the contract.
13. Availability of Bonding Agency: In addition, the bonding company must have an agent available to meet with County officials to clarify and explain the County's responsibility in maintaining the integrity of the bond.

14. Specification Changes, Additions and Deletions: All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this bid.
15. Number of Bid Copies: Please submit One (1) Unbound Original and Three (3) Bound Copies of your bid.
16. Bid Changes: Bids, amendments thereto or withdrawal requests received after the advertised time for bid opening, shall be void regardless of when they were mailed.
17. Bid Price: The bid price presented as a result of these specifications shall be for the contract period. The bid shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluids may be cause for rejection. No bid shall be altered or amended after specified time for opening.
18. Federal, State and Local Laws: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.
19. Tie Bids: In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, or in what it considers to be in the best interest of the County.
20. Deduction and Holdbacks: In addition to the County's right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County's employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County's intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five (5) days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.
  1. For use of County's forces – actual cost involved.
  2. For use of another contractor – the amount charged by said contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

21. Evaluation Criteria: The bids will be evaluated on the following criteria which are in no particular order. Greenville County reserves the right to interview responders to this IFB at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.
- Responsiveness to this Invitation for Bid
  - Cost
  - Experience in providing similar size and scope of services
  - References
22. Quality: Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
23. MBE/WBE Participation – Affirmative Action:
- A. MBE/WBE – Vendors submitting bids are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.
- B. The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.
24. Default: In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor's performance bond, if any, and/or by suit against vendor.
25. Termination: This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.
26. Termination for Convenience: Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.
27. Non-Appropriation: Any contract entered into by the County resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period

or appropriated year.

28. Incorporation of Bid into Contract: The terms, conditions, and specifications of this bid and the selected firm's response are to be incorporated into the contract.
29. S.C. Law Clause: Upon award of contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with 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 understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
30. Assignment Clause: Successful bidder will be required to give the County ninety (90) days notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.
31. Indemnification: The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.
32. Deviations from Specifications: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
33. Minor Deviations: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.
34. Price Reductions: By submitting a bid in response to this solicitation, bidder guarantees that Greenville County is receiving the lowest price offered by bidder's company for like items/services to other customers. If at any time during the contract period, bidder offers a lower price to another customer, upon discovery Greenville County shall reserve the right to take any or all of the following actions:

- a) Cancel the contract, if it is currently in effect;
- b) Determine the amount, which the County was overcharged and submit a request for payment from the bidder for that amount or deduct the difference from any amount due the bidder;
- c) Demand that the bidder offer the County the same pricing schedule;
- d) Take the necessary steps to collect any performance surety provided on the applicable contract.

35. Contractor License Requirement: The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations, which in any manner affect the fulfillment of his contract and shall comply with the same.

36. Conflict of Interest Statement: The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a bid, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

37. Insurance:

**The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.**

- A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance except Worker's Compensation and Professional Errors and Omissions regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's IFB #52-02/17/16.

- D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled.  
Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation in favor of and/or applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

38. Contracts: The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.
39. Contractor Liability: The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney's fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this

contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

40. Sub-Contracting: The contractor shall not subcontract any portion of this contract without proper written approval from the County.
41. Non-Collusion: The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.
42. Prohibition of Gratuities: Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.
43. Publicity Releases: Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
44. Public Record: All information submitted relating to this bid, except for proprietary information, shall become part of the public record to the extent required by the Freedom of Information Act. Vendors shall be responsible for clearly marking all information submitted that is proprietary based on the Freedom of Information Act. The County assumes no responsibility for the release of information not clearly and properly labeled as proprietary.
45. Precedence: In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.
46. Illegal Immigration Reform Act Compliance: By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the

applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

47. Safety, Health, and Security: Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

**CONSTRUCTION AGREEMENT**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **COUNTY OF GREENVILLE**, a political subdivision of the State of South Carolina, having its principle place of business at 301 University Ridge, Greenville, S.C. 29601 ("**COUNTY**"), and \_\_\_\_\_, located at \_\_\_\_\_ ("**CONTRACTOR**").

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **CONTRACT PERIOD**

This Agreement shall begin on the date the NOTICE TO PROCEED is issued by **COUNTY**. All work phases specified herein must be completed no later than sixty (60) calendar days from the effective date of the Notice to Proceed.

2. **PROJECT SCOPE**

**COUNTY** has employed **CONTRACTOR** to provide parking lot improvements at Westside Park. The services to be provided by **CONTRACTOR** are more particularly described in **COUNTY'S** IFB #52-02/17/16 and in **CONTRACTOR'S** response to IFB #52-02/17/16 received \_\_\_\_\_, which are both attached hereto and incorporated herein by reference. **CONTRACTOR** acknowledges that it is an independent contractor and that it will at all times act as such. Nothing in this Agreement shall be deemed to constitute **CONTRACTOR** or any of its employees as the agent, representative or employee of **COUNTY**, or create a joint venture between the parties.

3. **PAYMENT TERMS**

3.1 **COUNTY** agrees to pay **CONTRACTOR** for the services described in the Project Scope an amount not to exceed \_\_\_\_\_.

3.2 **CONTRACTOR** will submit monthly invoices to the **COUNTY**. Such invoices shall include a detailed listing of charges. **COUNTY** shall notify **CONTRACTOR** within ten (10) days of receipt of invoice of any dispute with the invoice and **CONTRACTOR**, upon such notice, shall provide back-up data to **COUNTY**. **COUNTY** and **CONTRACTOR** will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by **COUNTY** and is past due thirty (30) days from the date the invoice is received. If payment on undisputed invoice amounts remains past due sixty (60) days from the date the invoice is received by **COUNTY**, then **CONTRACTOR** shall have the right to either suspend all work under this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 12.2. **COUNTY** shall, prior to making payment on any invoice, withhold ten (10%) percent from any payment due. The amounts so withheld shall be released to **CONTRACTOR** upon satisfactory completion of the Project.

- 3.3 Approval and/or payment of such invoices shall not in any way relieve **CONTRACTOR** of its liability to **COUNTY** for deficiencies in the performance of its services. **COUNTY'S** approval or acceptance of, or payment for any of the services shall not operate as a waiver of any rights to which **COUNTY** may be entitled.
- 3.4 **NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.**
- 3.5 **IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT IN THE EVENT FUNDS ARE NOT APPROPRIATED IN THE CURRENT FISCAL YEAR OR ANY SUBSEQUENT FISCAL YEAR, THIS CONTRACT WILL BECOME NULL AND VOID AND THE COUNTY WILL ONLY BE REQUIRED TO PAY FOR SERVICES COMPLETED TO THE SATISFACTION OF THE COUNTY.**

4. **CHANGES**

- 4.1 **COUNTY** may, at any time, in writing, and within the general scope of this Agreement, make "Request for Changes" in the services or work to be performed. In the event **CONTRACTOR** is requested to perform additional services or work not contemplated by this Agreement, **CONTRACTOR** will promptly notify **COUNTY** if such change causes an increase in **CONTRACTOR'S** cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. In the event **CONTRACTOR** is requested to reduce the performance of services or scope of work, such request must be in writing. In the event **CONTRACTOR** is requested to reduce the performance of services or scope of work **COUNTY** shall be entitled to a decrease in the amount of compensation to be paid to **CONTRACTOR** accordingly.
- 4.2 All change orders must be in writing to be valid, and no services for which any additional compensation will be charged by **CONTRACTOR** shall be furnished without the written authorization of **COUNTY**.
- 4.3 **COUNTY** may add to or reduce the scope of work by generating mutually agreed upon contract exhibits to this basic agreement.

5. **WARRANTIES**

In addition to any express and/or implied warranties provided to **COUNTY** by law, **CONTRACTOR** warrants to **COUNTY** that the performance of the services covered by this Agreement will be competent to perform the tasks undertaken, that the product of such paving services will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All work not conforming to these requirements may be considered defective. In the event any of the work is found to be defective or not in accordance with this Agreement within one (1) year after completion of the contract services, **CONTRACTOR** will promptly correct the work without additional compensation from **COUNTY**, upon written notice from

**COUNTY**. All corrective work shall be completed within thirty (30) days of receipt of written notice from **COUNTY**. Establishment of the one year time period in this section relates only to the duty of **CONTRACTOR** to specifically correct the work.

6. **WITHHOLDING PAYMENT**

**COUNTY** has the right, but not the obligation, to withhold funds to the extent and only to the extent necessary to protect **COUNTY** from loss because of:

- a) Defective work not remedied by **CONTRACTOR** within a reasonable time or for which **CONTRACTOR** has failed to initiate a remedy within a reasonable time;
- b) Claims of third parties against **COUNTY** or **COUNTY'S** property for which **CONTRACTOR** is liable;
- c) Failure by **CONTRACTOR** to pay subcontractors or others in a prompt and proper fashion the amounts due and owing to such subcontractor or others relating to the Project.
- d) Evidence that the balance of the work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- e) Evidence that the work will not be completed in the time required for final completion;
- f) Persistent failure to carry out the work in accordance with this Agreement, or
- g) Damage to the **COUNTY** or a third party to whom the **COUNTY** is, or may be, liable and for which **CONTRACTOR** is liable pursuant to the terms of this Agreement.

7. **RIGHT TO STOP WORK**

In the event **CONTRACTOR** fails to perform the work in accordance with this Agreement, **COUNTY** may order **CONTRACTOR** to stop the work and **COUNTY** may then perform the work in accordance with Section 8, below, or terminate this Agreement in accordance with Section 12.1.2. In such event, **CONTRACTOR** shall immediately obey such stop work order.

8. **COUNTY'S RIGHT TO PERFORM WORK**

In the event **CONTRACTOR'S** work is stopped pursuant to Section 7, above, entitled "Right to Stop Work", and **CONTRACTOR** fails to provide adequate assurance to **COUNTY**, within seven (7) days of such stoppage, that the cause of such stoppage will be eliminated or corrected, then **COUNTY** may proceed to carry out the subject work or terminate this Agreement. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the documented and agreed to cost of correcting the deficiencies, including any professional services and expenses necessitated thereby. If the unpaid portion of the Contract Price is insufficient to cover the amount due **COUNTY**, **CONTRACTOR** shall pay the difference to **COUNTY**; provided, however if **COUNTY** stops the work, takes over a portion of or all of the work and performs the work, then **CONTRACTOR'S WARRANTY OBLIGATIONS** relating to such work performed by **COUNTY** shall be null and void.

9. **INDEMNIFICATION.**

**CONTRACTOR** agrees to assume responsibility for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of **COUNTY**, caused by or resulting from any negligent act or omission of **CONTRACTOR** or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement. **CONTRACTOR** shall defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. **CONTRACTOR** expressly agrees to defend against any claims brought or filed against **COUNTY**, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

10. **INSURANCE.**

**The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.**

- A. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance, except Worker's Compensation, Auto Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the wavier of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- B. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's IFB #52-02/17/16.
- D. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- E. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker's Compensation:**

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

**No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.**

11. **PERFORMANCE AND PAYMENT BOND**

**Contractor** shall furnish a satisfactory Performance and Payment Bond in the amount of the total contract price no later than fifteen (15) business days after the date of the Notice of Award. The Bond must have approval by the County Attorney's Office before it is made effective. The **Contractor** shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond shall remain in effect for one year after completion of the contract.

12. **ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE**

By submitting an offer, **Contractor** certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to **Contractor** and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by **Contractor** and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." **Contractor** agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-

subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

13. **TERMINATION**

13.1 **TERMINATION BY COUNTY**

13.1.1 This Agreement may be terminated by **COUNTY** upon fifteen (15) days written notice at **COUNTY'S** election. In the event of termination at **COUNTY'S** election and not due to the fault of **CONTRACTOR**, **CONTRACTOR** will be paid only for the work actually completed to the satisfaction of the **County** as of the date of termination.

13.1.2 Should **CONTRACTOR** default or persistently fail or neglect to carry out the work in accordance with the terms of this Agreement, **COUNTY** may by written notice to **CONTRACTOR**, without prejudice to any other right or remedy under this Agreement, terminate the employment of **CONTRACTOR** and take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR** as well as all drawings, plans and specifications and finish the work by whatever methods **COUNTY** may deem expedient; provided, however, prior to such termination, **CONTRACTOR** shall be given notice of the default and an opportunity to cure such default within seven (7) days. Such termination shall be deemed "for cause". Should this Agreement be terminated "for cause", **CONTRACTOR** shall not be entitled to any further payment. In the event the actual and documented cost of finishing the work, including compensation for professional services and expenses made necessary thereby, if any, exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **COUNTY**. This obligation for payment shall survive the termination of this Agreement.

13.2 **TERMINATION BY CONTRACTOR**

Should **COUNTY** fail to make payment on any undisputed invoice amount within sixty (60) days of receipt of such invoice, **CONTRACTOR** may elect to either suspend the work or terminate this Agreement; provided, however, prior to termination, **COUNTY** shall be given notice of the default and an opportunity to cure such default within seven (7) days. Should this Agreement be terminated by **CONTRACTOR**, **CONTRACTOR** shall be entitled to be paid only for the work actually completed to the satisfaction of the **County** as of the date of termination.

14. **CLEANING THE SITE AND SAFETY**

14.1 **CONTRACTOR** shall keep the site reasonably clean during performance of the work. **CONTRACTOR** shall dispose of all refuse at a South Carolina DHEC approved landfill.

- 14.2 **CONTRACTOR** shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the job and other persons who may be affected thereby; (2) the work and materials and equipment to be incorporated herein; and (3) other property at or adjacent to the site.
- 14.3 **CONTRACTOR** shall give notices and comply with all laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

15. **ASSIGNMENT**

This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. **SUBCONTRACTS**

- 16.1 **CONTRACTOR** shall promptly furnish to **COUNTY**, in writing, the bid list proposed by **CONTRACTOR** to act as subcontractors on the Project. **COUNTY** shall, within seven (7) days, reply to **CONTRACTOR**, in writing, stating any objections **COUNTY** may have to such proposed subcontractors. **CONTRACTOR** may enter into a subcontract with any subcontractor on the approved bid list. **CONTRACTOR** shall not be required to enter into a subcontract with any subcontractor to whom **CONTRACTOR** has objection.
- 16.2 All subcontractors shall provide performance and payment bonds in accordance with bonding requirements set forth in the Greenville County procurement policies and shall name **COUNTY** as an additional obligee on such bonds.
- 16.3 All subcontractors will be required to furnish Certificates of Insurance to the **County** in accordance with all of the requirements set forth in Section 10 of this Agreement.

17. **NOTICES**

All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

**COUNTY**

Nadine Chasteen, CPPO, CPPB  
Director  
County of Greenville  
Procurement Services Division  
301 University Ridge, Suite 100  
Greenville, SC 29601

**CONTRACTOR**

Any party may change the person to whom notices are to be sent by giving ten (10) days written notice of such change to the other party.

18. **APPLICABLE LAW AND VENUE**

18.1 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

18.2 **CONTRACTOR** and **COUNTY** further agree that this Agreement shall be deemed to have been made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

19. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**CONTRACTOR** shall comply with all federal, state and local statutes, ordinances and regulations, and shall obtain all permits that are applicable to this Agreement.

20. **SUCCESSORS AND ASSIGNS**

**CONTRACTOR** and **COUNTY** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

21. **SEVERABILITY**

Should any section, paragraph, clause, phrase, or provision of this Agreement be adjudged invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

22. **ENTIRE AGREEMENT**

This Agreement, along with the provisions contained in **COUNTY'S IFB #52-02/17/16**, and **CONTRACTOR'S RESPONSE TO IFB #52-02/17/16**, attached hereto, represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be:

- A. Any Change Order or Amendment signed and executed by the parties;
- B. This Agreement;
- C. **CONTRACTOR'S RESPONSE TO IFB #52-02/17/16**
- D. Addenda to **COUNTY'S IFB# 52-02/17/16**
- E. **COUNTY'S IFB #52-02/17/16**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR**

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

**COUNTY**

By: \_\_\_\_\_  
Bob Taylor, Jr., Chairman  
Greenville County Council

By: \_\_\_\_\_  
Joseph M. Kernell  
County Administrator

**ATTEST:**

\_\_\_\_\_  
Theresa B. Kizer, C.C.C.  
Clerk to Council

SAMPLE CONTRACT



**PARKING LOT IMPROVEMENTS  
AT WESTSIDE PARK  
IFB #52-02/17/16  
Bid Sheet**

Demolition, grading, paving, storm drainage, erosion control, and grassing.

Lump Sum Bid: \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_).

**BID ALTERNATE 1**

WESTSIDE PARK PAVING REPAIRS WITH REINFORCED TURF  
Provide only the increase or decrease in cost to construct Parking Lot A-2  
With Reinforced Turf instead of new Paving and Infiltration Trench.

Unit Prices for additions/deletions to work:

Description	Unit	Price
Common Excavation	Cubic Yard	
Finish Grading	Square Yard	
Standard Asphalt Paving Section	Square Yard	
Standard Recycled Asphalt Section	Square Yard	
Heavy Duty Asphalt Paving Section	Square Yard	
Heavy Duty Recycled Asphalt Section	Square Yard	
Curb & Gutter	Linear Foot	
Grassing	Square Yard	
15" R.C.P	Linear Foot	
24" R.C.P	Linear Foot	
Catch Basin	Each	
Curb inlet	Each	
4" Grey Schedule 40 Conduit for Future U.G. Elec.	Linear Foot	
6" GABC	Square Yard	
Crusher Run Stone	Ton	
Topsoil	Cubic Yard	
8-foot Wheel Stops	Each	

Acknowledgement of Addenda: \_\_\_\_\_

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

\_\_\_\_\_  
Date

# **Attachment A**

# Westside Park - Parking Lot Improvements Greenville County, South Carolina

**HRL**  
CONSULTING ENGINEERS  
118 SOUTH ALABAMAR DRIVE  
GREENVILLE, SOUTH CAROLINA 29604  
(864) 231-9844 FAX: 232-2979

NOTICE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE DESIGNER AND THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE DESIGNER AND THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE DESIGNER AND THE CLIENT.

REGISTERED PROFESSIONAL ENGINEER  
SOUTH CAROLINA  
EXPIRES 12/31/2011  
HRL CONSULTING ENGINEERS  
118 SOUTH ALABAMAR DRIVE  
GREENVILLE, SOUTH CAROLINA 29604  
(864) 231-9844

**SHEET INDEX**

D-1 TITLE SHEET

C-1 EXISTING SITE AND DEMOLITION PLAN WITH SEEDING CONTROL (PHASE 1)

C-2 SEWAGE AND SEWAGE CONTROL PLAN (PHASE 2)

C-3 FINISHED LAYOUT PLAN

C-4 DETAILED IRRIGATION CIRCLE PLAN

C-5 DETAILED PARKING PLAN - LOTS A, C, AND F

C-6 DETAILED PARKING PLAN - LOT B

C-7 CONSTRUCTION DETAILS

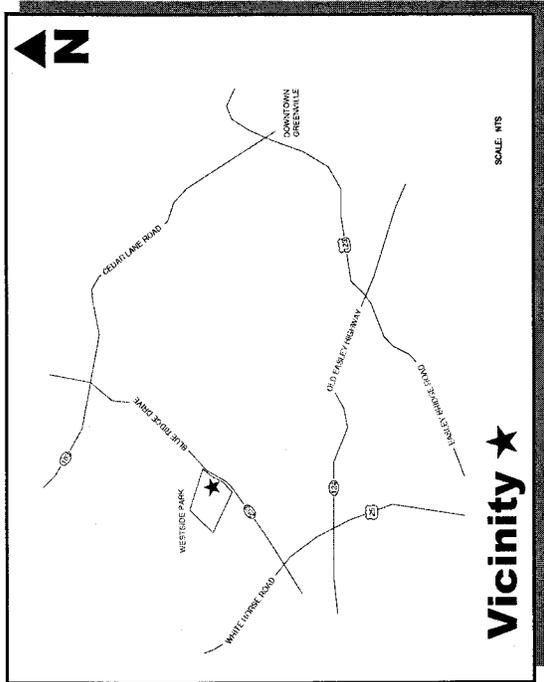
C-8 CONSTRUCTION DETAILS

C-9 SCOOT ENTRANCE DETAIL

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UTILITY CONSTRUCTION AND PROTECTION: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE DESIGNER AND THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE DESIGNER AND THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE DESIGNER AND THE CLIENT.



**WESTSIDE PARK  
PARKING LOT IMPROVEMENTS  
(SCLD F15-1179)**  
Greenville County, South Carolina

**COVER SHEET**

Drawn By: JMB Approved By: JMB  
Date: 07/01/2015

Drawn By: WNC Checked By: JMB  
Project No: 15270  
Sheet No: CV.1

© 2014 HRL, INC.

**Vicinity**

SCALE: 1" = 200'

Greenville, SC

Westside Road  
White Horse Road  
612 Parkway

DOWNTOWN GREENVILLE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE DESIGNER AND THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE DESIGNER AND THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE DESIGNER AND THE CLIENT.

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**CONSTRUCTION SCHEDULE**

Activity	Start Date	End Date
DEMOLITION	07/01/2015	07/15/2015
SEWER CONSTRUCTION	07/15/2015	08/15/2015
PARKING LOT CONSTRUCTION	08/15/2015	09/15/2015
IRRIGATION CONSTRUCTION	09/15/2015	10/15/2015
LANDSCAPING	10/15/2015	11/15/2015
FINAL INSPECTION	11/15/2015	12/15/2015

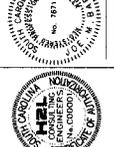
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**HRL**  
CONSULTING ENGINEERS  
118 SOUTH PLASMINGBURG DRIVE  
GREENVILLE, SOUTH CAROLINA 29615  
(864) 233-8844 FAX: 232-292-9793

**NOTICE**  
THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF HRL CONSULTING ENGINEERS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



**LEGEND**  
1. EXISTING MAJOR CONTOUR  
2. EXISTING MINOR CONTOUR  
3. EXISTING FENCE  
4. EXISTING FENCE POLE  
5. EXISTING LIGHT POLE  
6. DEMOLITION LINES  
7. SUT FENCE  
8. LIMIT OF DISTURBANCE

**REVISION**

No.	REVISION	DATE	BY
1	ISSUED FOR PERMIT	01/10/15	JMB
2	REVISED PERMIT COMMENT	11/11/15	JMB
3	FINAL PLANNING COUNTY REVIEW	09/15/15	JMB
4	REVISED FOR PERMIT	09/15/15	JMB
5	SELECTED FOR PERMIT REVIEW	09/15/15	JMB

**WESTSIDE PARK  
PARKING LOT IMPROVEMENTS  
(SOLD #15-178)**  
Greenville County, South Carolina

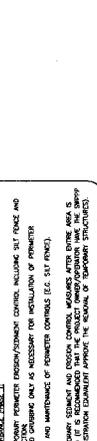
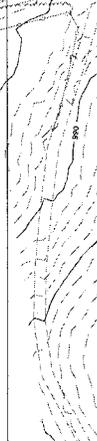
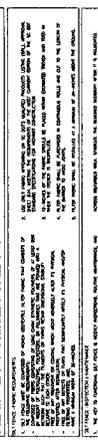
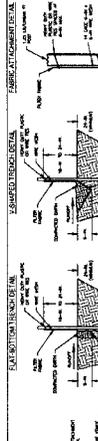
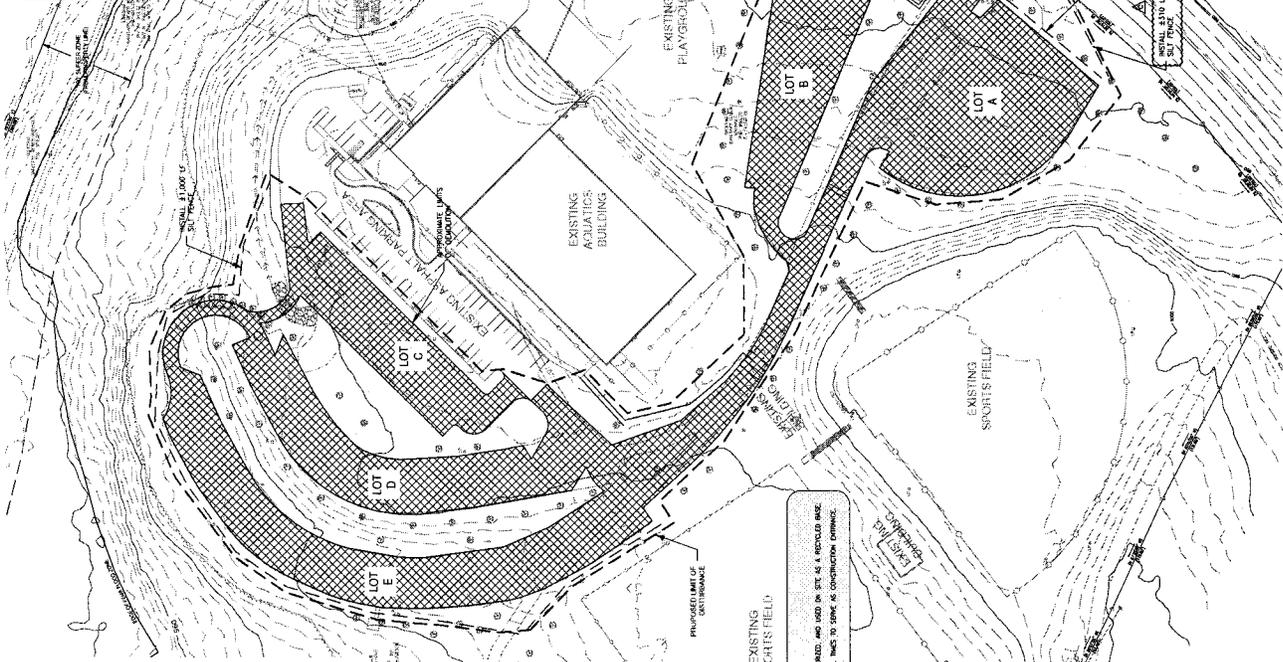
**EXISTING SITE AND LOCATION  
PLANNING BOARD AND DESIGN  
CONTROL (PHASE 1)**

Date: 07/01/2015 Approved By: JMB  
Drawn By: WNC Checked By: JMB  
Project No: 15028  
Sheet No: C.1

Scale: 1 inch = 40 feet  
Graphic Scale: 0 10 20 30 40 feet

**South Carolina 811**  
UNIVERSITY MICROFILMS INTERNATIONAL

**GENERAL NOTES**  
1. EXISTING MAJOR CONTOUR  
2. EXISTING MINOR CONTOUR  
3. EXISTING FENCE  
4. EXISTING FENCE POLE  
5. EXISTING LIGHT POLE  
6. DEMOLITION LINES  
7. SUT FENCE  
8. LIMIT OF DISTURBANCE



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**HREL**  
CONSULTING ENGINEERS  
116 SOUTH ALBANY DRIVE  
GREENVILLE, SOUTH CAROLINA 29601  
(864) 232-8844 FAX: 232-2879

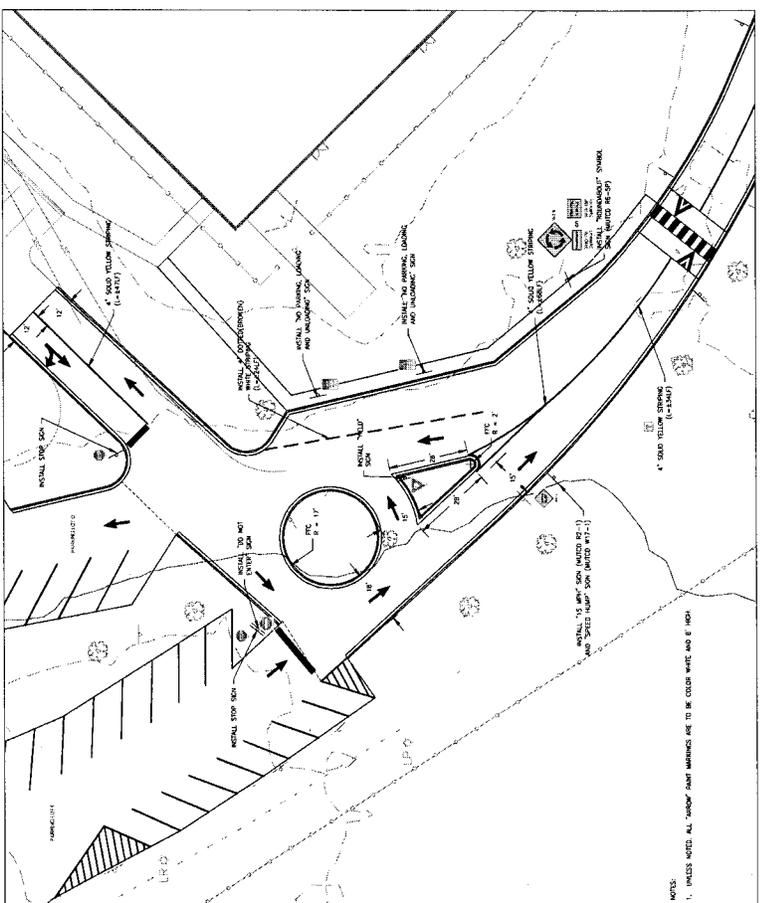


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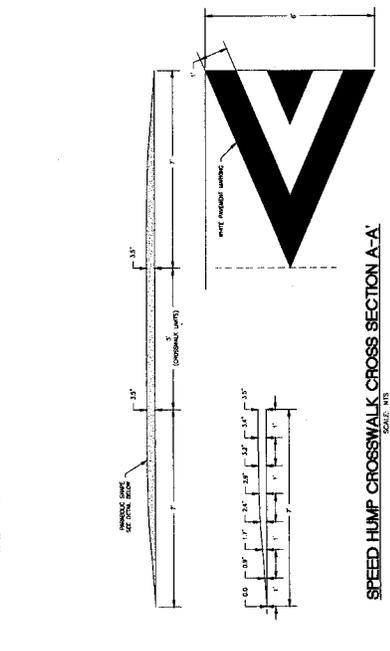
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2	ISSUED FOR CONSTRUCTION	07/15/15	JMB
3	ISSUED FOR CONSTRUCTION	07/15/15	JMB
4	ISSUED FOR CONSTRUCTION	07/15/15	JMB

WESTSIDE PARK  
PARKING LOT IMPROVEMENTS  
(15-1178)  
Greenville County, South Carolina

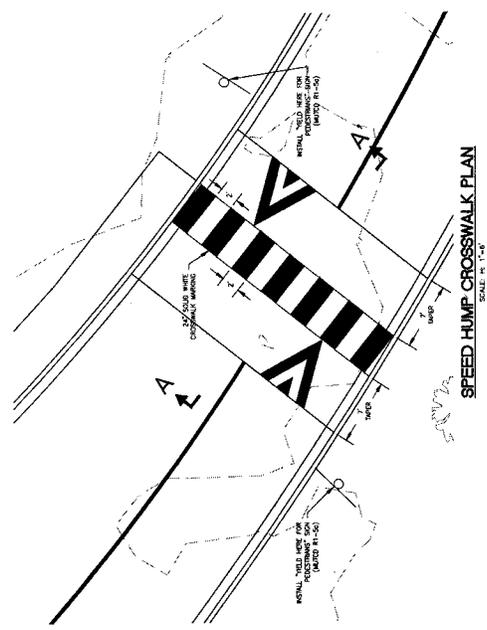
DATE: 07/01/2015 Approved By: JMB  
DRAWN BY: WNC Checked By: JMB  
PROJECT NO: 15028  
SHEET NO: C.4



**NORTH ROUNDABOUT SITE PLAN**  
SCALE: 1" = 20'



**SPEED HUMP CROSSWALK CROSS SECTION A-A'**  
SCALE: 1" = 10'



**SPEED HUMP CROSSWALK PLAN**  
SCALE: 1" = 10'







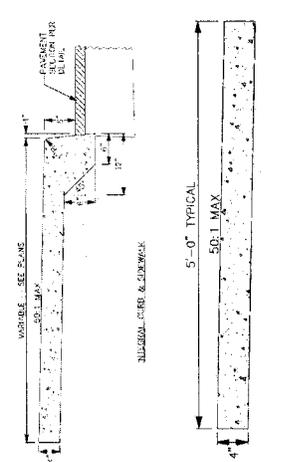
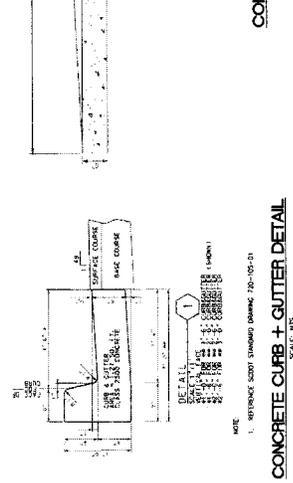
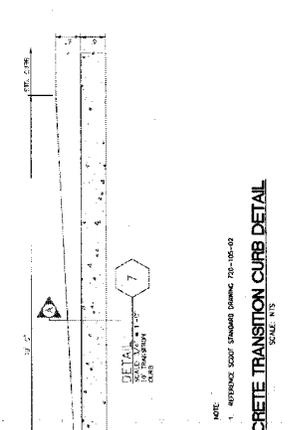
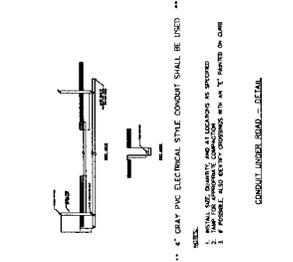
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3	ISSUED FOR BIDDING	07/29/16	JMB
4	ISSUED FOR COMMENTS	08/15/16	JMB
5	ISSUED FOR BIDDING	09/01/16	JMB

**WESTSIDE PARK  
PARKING LAYOUT MOVEMENTS  
(15-1179)**  
Greenville County, South Carolina

CONSTRUCTION DETAILS

Date: 06/24/2015 Approved By: JMB  
Drawn By: WNC Checked By: JMB

Project No: 15028  
Sheet No: C.7  
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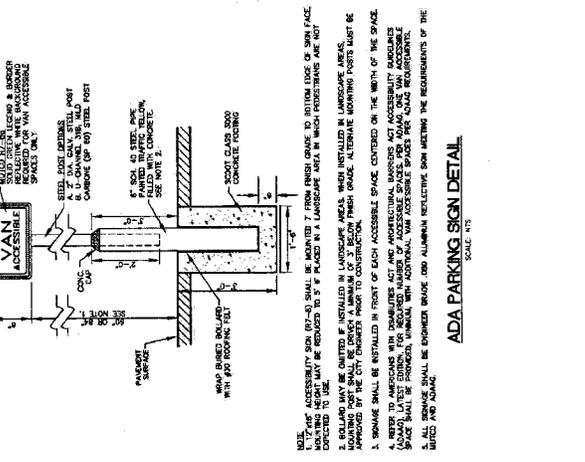
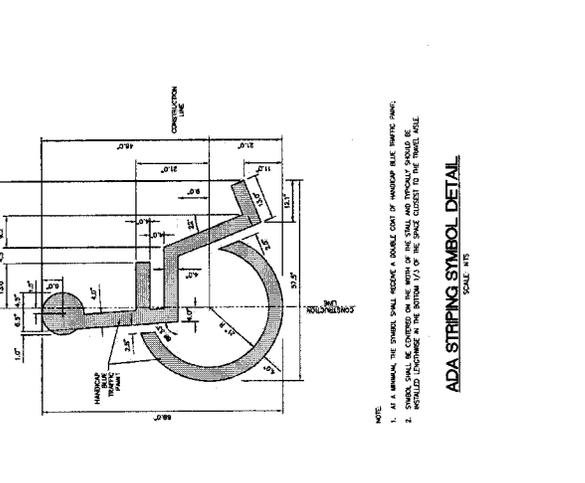
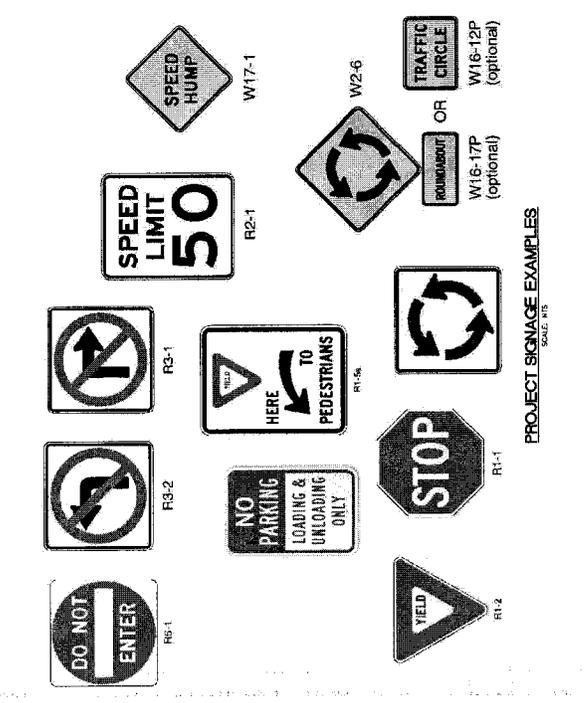
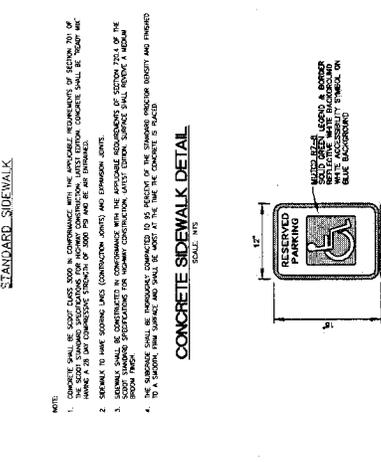
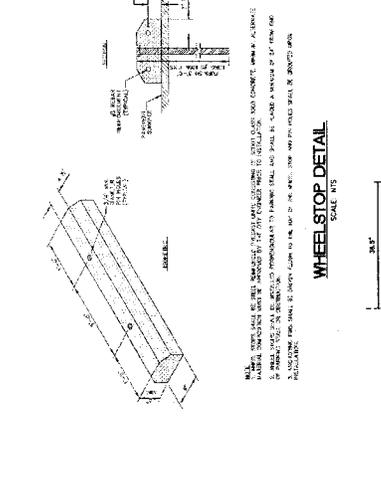


**CROSSING NOTES**

NO.	DESCRIPTION	DATE	BY
1	TEMPORARY SEEDING - UPRSTATE	04/18/16	JMB
2	PERMANENT SEEDING - UPRSTATE	05/11/16	JMB

**CROSSING NOTES**

NO.	DESCRIPTION	DATE	BY
1	TEMPORARY SEEDING - UPRSTATE	04/18/16	JMB
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H&E CONSULTING ENGINEERS  
100 SOUTH CAROLINA STREET  
GREENVILLE, SOUTH CAROLINA 29607  
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STATE OF SOUTH CAROLINA  
No. 1979

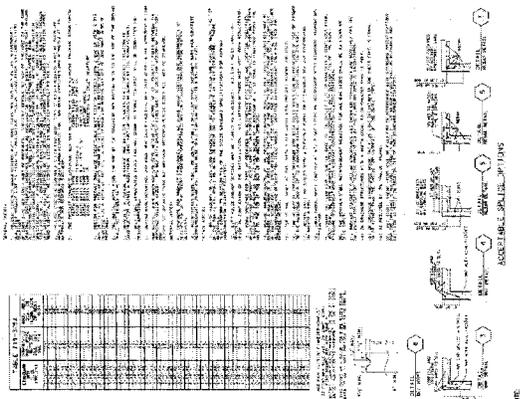
DATE: 06/24/2015  
DRAWN BY: WNC  
CHECKED BY: JME  
PROJECT NO.: 15028  
SHEET NO.: C.8

WESTSIDE PARK  
PARKING LOT IMPROVEMENTS  
(15-1179)  
Greenville County, South Carolina

CONSTRUCTION DETAILS

DATE: 06/24/2015 Approved By: JME  
Drawn By: WNC Checked By: JME  
Project No.: 15028  
Sheet No.: C.8

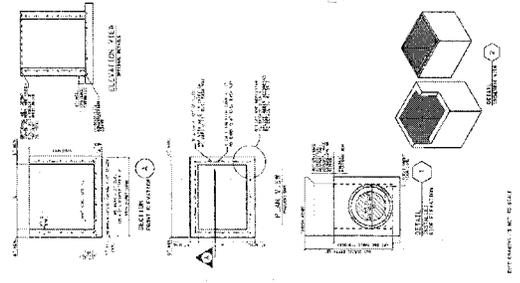
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NOTE: 1. REFERENCE SCOTT STANDARD DRAWING 715-108-01  
SCALE: 1/8" = 1'-0"

**CATCH BASIN TYPE 9 + 9MH DETAIL**

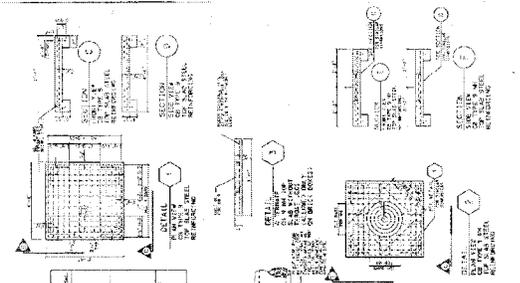
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NOTE: 1. REFERENCE SCOTT STANDARD DRAWING 715-108-02  
SCALE: 1/8" = 1'-0"

**DRAINAGE SUBSTRUCTURE (PRECAST SOLID WALL BOX) DETAIL**

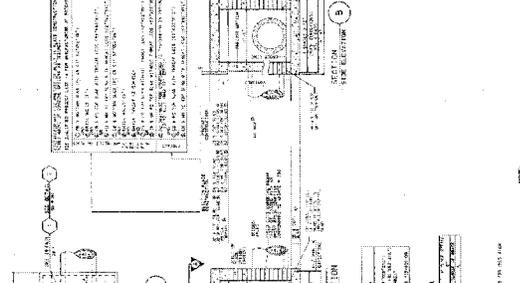
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NOTE: 1. REFERENCE SCOTT STANDARD DRAWING 715-108-03  
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**DRAINAGE SUBSTRUCTURE (PRECAST KNOCKOUT WALL BOX) DETAIL**

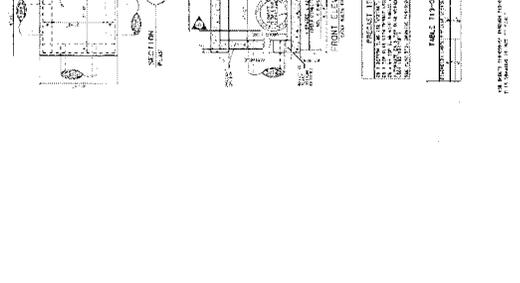
SCALE: 1/8" = 1'-0"



NOTE: 1. REFERENCE SCOTT STANDARD DRAWING 715-108-01  
SCALE: 1/8" = 1'-0"

**CATCH BASIN TYPE 9 + 9MH DETAIL**

SCALE: 1/8" = 1'-0"



NOTE: 1. REFERENCE SCOTT STANDARD DRAWING 715-108-02  
SCALE: 1/8" = 1'-0"

**DRAINAGE SUBSTRUCTURE (PRECAST SOLID WALL BOX) DETAIL**

SCALE: 1/8" = 1'-0"



NOTE: 1. REFERENCE SCOTT STANDARD DRAWING 715-108-03  
SCALE: 1/8" = 1'-0"

**DRAINAGE SUBSTRUCTURE (PRECAST KNOCKOUT WALL BOX) DETAIL**

SCALE: 1/8" = 1'-0"