



The City Of
GREENWOOD
South Carolina

SPECIFICATIONS AND CONTRACT DOCUMENTS

MILLING, LEVELING, AND RESURFACING OF SELECTED ROADS FOR THE CITY OF GREENWOOD GREENWOOD, SOUTH CAROLINA LOCAL PAVING PROJECT AUGUST 2010

City of Greenwood
City Manager's Office
520 Monument Street, Room 230
Greenwood, South Carolina 29646
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Project: Local Paving 2010

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INVITATION TO BID

Notice is hereby given that sealed bids will be received by the City Manager, City of Greenwood, South Carolina in the Greenwood Municipal Building, 520 Monument Street, Room 230, Greenwood, South Carolina, until 2:00 p.m., Prevailing Time, on Tuesday, the 31st day of August 2010 for:

MILLING, LEVELING, AND RESURFACING OF SELECTED ROADS FOR THE CITY OF GREENWOOD GREENWOOD, SOUTH CAROLINA LOCAL PAVING PROJECT AUGUST 2010

Bids will be publicly opened and read aloud at 2:00 p.m., Prevailing Time, on Tuesday, the 31st day of August 2010, in room 230 of the Greenwood Municipal Building.

Contract Documents may be reviewed and secured at the City Manager's Office, Room 230 of the Greenwood Municipal Building, 520 Monument Street, Greenwood, South Carolina or online at www.cityofgreenwoodsc.com. Please contact Julie Wilkie at (864) 942-8411 for further information or to request specifications.

Each bid must be accompanied by a bid security in the amount of five (5%) percent of the total amount of the bid. No bid may be withdrawn for a period of thirty (30) days after the scheduled date for opening of bids.

The City of Greenwood reserves the right to reject any and all bids, and to waive any informalities or irregularities.

If you have a disability that requires any special materials, services, or assistance, please contact Julie Wilkie at (864) 942-8411 so that we may arrange for appropriate accommodations.

INFORMATION TO BIDDERS

IB-1 BIDDER'S RESPONSIBILITY

Each Bidder shall familiarize himself, and will be held responsible to examine, and to fully comply with all the Contract Documents, as defined in the form of Agreement set forth hereinafter.

IB-2 STANDARD OF QUALITY

Equipment, material or articles, if herein specified, are all of design or construction as selected for this Contract, and they shall be construed as being a minimum standard. Should the Bidder desire to quote on equipment materials or articles claimed to be equal to that specified he may do so, provided that he shall submit cuts and complete descriptive matter of such other equipment, materials or articles with the submitted bid.

IB-3 BULLETINS

If any Bidder is in doubt as to the true meaning of any part of the specifications, or other Contract Documents, or should discover any omissions or discrepancies therein, he may submit to the City Manager a written request for an interpretation, correction or addition. If any such request be granted, it will be only by an addendum or bulletin, duly issued, and a copy will be mailed or delivered to each Bidder. Any Bidder accessing the bid documents from our web site should notify the City of Greenwood by letter, fax, or e-mail so that they can be included on the Bidder's list. Acknowledgment of all published addendums will be required on the bid form for a valid bid. The Owner will not be responsible for any other explanations, interpretations, corrections or changes in or of the proposed documents.

- IB-4** (a) Bids shall be delivered to the Owner on or before 2:00 p.m., Prevailing Time, August 24, 2010, and such delivery is the Bidder's responsibility. Bids will be publicly opened and read aloud at 2:00 p.m., Prevailing Time, on this date. No bid received after the date and time specified for receiving bids will receive consideration.
Bids must be addressed to:

**City of Greenwood
City Manager's Office
PO Box 40
520 Monument Street, Room 230
Greenwood, South Carolina 29648**

and be enclosed in opaque, sealed envelopes, marked so as to indicate that it is a bid for a particular contract without the necessity of opening.

(b) Bids must be submitted on the Bid Form attached to these documents, which form may be removed from other documents for enclosing in envelopes. Bids must be completely filled in. All prices must be written both in words and in figures, but written prices shall govern in case of discrepancies. No Bid will be considered which is not based on these specifications.

(c) The bid of any individual must be signed by him personally, his signature must be witnessed; and his business address and any business trade name must be stated. The bid of a partnership must state the names and addresses of all partners, and the partnership business name and address; and it must be signed by at least one partner, with the signature witnessed. The bid of a corporation must show the state of incorporation and the principal office address, and must be signed by the President or Vice President, with the corporate seal affixed, attested by the Secretary or Assistant Secretary.

IB-5 ACCEPTANCE OR REJECTION OF BIDS

The Owner reserves the right to reject any or all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, conditional, not on the prescribed form, or otherwise irregular, or which has erasures or corrections in prices, or which include additions or deductions not called for, or uninvited alternate bids, or in which unit prices are omitted or are obviously unbalanced, may be rejected. However, the Owner reserves the right to waive informalities on the basis of its best interests.

IB-6 QUALIFICATIONS OF BIDDERS

Before any award is made, the Owner may require satisfactory evidence to show that the Bidder is fully prepared in every way to perform the management, furnish the specified labor, equipment, and supplies required.

IB-7 LIMIT OF BID WITHDRAWAL

No bid may be withdrawn within thirty (30) days after scheduled time for bid opening.

IB-8 EXECUTION OF AGREEMENT AND BONDS

Before any contract can be awarded, the successful Bidder will be required within fourteen (14) calendar days following notification to furnish to the Owner, in at least three (3) counterparts, the Performance Bond and the Payment Bond in the forms substantially prescribed for execution of bids (Paragraph IB-4 (c), excepting that all members shall have corporate surety satisfactory to the Owner, and authorized to conduct business in South Carolina; shall be paid for by the Contractor and shall be for 100% of the Contract Price. Following delivery of the properly executed bonds, the Owner may award the Contract. Following notice of award, the successful Bidder shall sign and deliver to the Owner in at least three (3) counterparts, the Agreement required by the Contract Documents.

IB-9 TIME FOR BEGINNING AND COMPLETING WORK

The Contractor shall commence work according to South Carolina Highway Specifications as to weather conditions, and to complete work within ninety (90) calendar days after the notice to proceed.

In case of failure on the part of the Contractor to complete the work within the time fixed or any extensions thereof, the Contractor shall be liable to the Owner for any damages sustained by the latter through extra Engineer's or Clerk-of-the-Work's charges, or other costs of any nature incurred by reason of the Contractor's failure to complete the work within the time fixed.

IB-10 **COLLUSIVE BIDS**

More than one bid or one contract from an individual, a firm or partnership, corporation, or an association under the same name or different names will not be considered. Reasonable grounds for believing that the Bidder is interested in more than one bid for the same work will cause the rejection of all bids in which such Bidder is interested. Any or all bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders; participants in such collusion will not be considered in future bids.

IB-11 **AWARD OF BID**

The City of Greenwood reserves the right to reject or award a bid in the best interest of the City.

IB-12 **INSURANCE**

This insurance to be on the comprehensive form, shall protect the Contractor, and shall be written to include the City of Greenwood against any/all claims arising from injuries to the public, or damage to property of others arising out of any act or omission of the Contractor, his agents, employees or subcontractors.

The Contractor and all Subcontractors shall carry Workman's Compensation and Employer's Liability Insurance with the statutory limits applying to employer's liability (\$100,000.00) covering all employees employed by him or Subcontractors while engaged under this Contract.

The Contractor shall carry comprehensive general liability insurance with limits of liability not less than:

Bodily Injury:	\$1,000,000.00 - Each Person \$1,000,000.00 - Each Accident
Property Damage:	\$1,000,000.00 - Each Accident \$1,000,000.00 - Aggregate

The liability coverage under this policy shall contain no exclusion relative to blasting, explosive, collapse of buildings or damage to underground property. Liability limits under this policy shall be not less than the following:

Bodily Injury:	\$1,000,000.00 Each Person \$1,000,000.00 Each Accident
Property Damage:	\$1,000,000.00 Each Accident \$1,000,000.00 Aggregate

The Contractor shall carry comprehensive fleet liability policy with limits of liability not less than:

Bodily Injury:	\$1,000,000.00 - Each Person \$1,000,000.00 - Each Accident
Property Damage:	\$1,000,000.00 - Each Accident

	Est. Sq. Yards	Unit Price	Unit Total
Overlay Subtotal Items 1-7:	24,722 (City Streets)	@ \$ _____/Sq Yd	\$ _____ *
			_____ Dollars
			_____ Cents
Deep Patch Subtotal Items 1-7:	762 (City Streets)	@ \$ _____/Sq Yd	\$ _____
			_____ Dollars
			_____ Cents

**** Include TOTAL price for resurfacing streets and milling for Grove Street.**

Street Location Information

1. Bowles Ave – Parallel to W Laurel Ave (SC Route 73)
2. Blake St – Connects Grace St to W Durst Ave at Lander University
3. W. Henrietta Ave – Intersects with Grace St and Barksdale St at Lander University
4. Cadillac Ct. – Off of Old Ninety Six Hwy at Blyth Rd (SC Route 50)
5. Carolina Ave. – Off of Edgefield Street parallel to the Heritage Walking Trail (Neel St to Edgefield Only)
6. Grand Prix Ct. – Off of Blyth Rd (SC Route 50)
7. Grove St. – Intersects W. Cambridge Ave, Andrews Ave, Merriman Ave in the Greenwood Mill Community
8. Lee St. – Intersects Merriman Ave and Mill Ave in the Greenwood Mill Community
9. Logan Ct. – Off of Marshall Rd (SC Route 187)
10. Norwood Ave (400 and 500 Block) – Intersects Mason St in the Greenwood Mill Community
11. Sandy Lane – Off of W Laurel Ave (SC Route 73)
12. Sidney Dr. - Off of Marshall Rd (SC Route 187)

The bids will be publicly opened and read aloud at 2:00 p.m., Prevailing Time, on Tuesday, the 31st day of August 2010 in room 230, City Manager's Office, 520 Monument Street, Greenwood, South Carolina.

Specific monies have been allocated to do this project. Should the bid exceed the funds allocated, the right is reserved to award that portion of the Contract within the available funding limit. Should the actual in-place quantities exceed the estimated quantities shown, the right is reserved to limit the contract work to the number of square yards shown on the bid form, or to a quantity of paving and striping at the quoted unit prices allowable by available funds.

The undersigned agrees, upon receipt of written notice of the acceptance of the bid, to execute the Contract for furnishing all material, equipment, and labor in accordance with the bid as accepted. The official business address of the bidder to whom all correspondence relative to this bid may be mailed or delivered is:

Accompanying this bid, as bid security, is a (bid bond), (certified check), (bank cashier's check), in the amount of Dollars _____ Cents (_____.____), which is at least five (5%) percent of the amount of the bid, made payable to the City of Greenwood, which it is further agreed shall be forfeited to the Owner as liquidated damages upon failure, neglect or refusal of the undersigned to furnish the properly executed documents within the time and/or the form or amount required.

The undersigned agrees to commence work according to South Carolina Highway Specifications as to weather conditions, and to complete work within ninety (90) calendar days after the notice to proceed.

The undersigned hereby certifies that his/their bid is genuine and not sham or collusive, or made in the interest of or on behalf of any person, firm, or corporation not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any bidder to submit a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure any advantages over other bidders.

The undersigned, intending to be legal bound, agrees that this bid shall be irrevocable, and shall remain subject to acceptance for thirty (30) days after the date and time set for the opening of bids.

(IF AN INDIVIDUAL)

Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(IF A PARTNERSHIP)

Name of Partnership

Address of Partnership

Witness

Signature of Partner

Witness

Signature of Partner

Witness

Signature of Partner

(IF A CORPORATION)

ATTEST:

Name of Corporation

Secretary or
Assistant Secretary

Address of Principal Office

State of Incorporation

President or Vice-President

State here the names and addresses of all partners, if a partnership, or of three principal officers, if a corporation:

Bidder's Number

License Number

By signing and submitting this Bid Form the Bidder acknowledges receipt and inclusion of Addendum(s):

Addendum No. _____ Dated

Addendum No. _____ Dated

Addendum No. _____ Dated

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ hereinafter called the "Principal") as Principal, and _____ a _____ corporation, authorized to transact business in South Carolina, and having its principal office at _____ (hereinafter called the "Surety") as Surety, are held and firmly bound unto _____ (hereinafter called the "Obligee") as Obligee, in the sum of _____ Dollars (\$_____.____) lawful money of the United States of America; for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents, on this _____ day of _____, 2010.

WITNESSETH THAT:

WHEREAS, said Principal is herewith submitting to the obligee a bid to furnish the material and perform the work for _____ pursuant to specifications and other Contract Documents incorporated into said bid by reference; and it is a condition of the obligee's receipt and consideration of said bid that the bid be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall furnish a performance bond and payment bond, to the Obligee within fourteen (14) days after notice to the Principal of the obligee's intention to accept his bid and to make a formal award of contract to him, and shall enter into such contract in all respects as required by said Contract Documents within fourteen (14) days after notice to him of such formal award, then this obligation shall be void; but otherwise it shall remain in full force, and the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted bid/s and any higher amount for which the Obligee may contract for the required work, plus any advertising, engineering, legal and other expenses incurred by the Obligee by reason of the default; Provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this bond together with interest.

IN WITNESS WHEREOF the Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

(INDIVIDUAL PRINCIPAL)

Signature of Individual (SEAL)

Witness:

Trading and doing business as:

(PARTNERSHIP PRINCIPAL)

Witness:

Name of Partnership

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(CORPORATION PRINCIPAL)

Name of Corporation

Attest:

Title: By: _____
Title:

(CORPORATION SURETY)

Name of Corporation

Witness or Attest:

Title: By: _____
Title:

(Corporate Seal)

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

END OF SECTION

AGREEMENT

THIS AGREEMENT made this day of 2010, between

(hereinafter called the Contractor, and hereinafter treated as if of the singular number and neuter gender) and

City of Greenwood
PO Box 40
520 Monument St.
Greenwood, SC 29648

(hereinafter called the Owner), **WITNESSETH**, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

3.01 SCOPE OF WORK - The Contractor shall furnish all the materials and perform all the work described in specifications entitled:

**LEVELING, MILLING AND RESURFACING
OF SELECTED ROADS FOR
THE CITY OF GREENWOOD
GREENWOOD, SOUTH CAROLINA
LOCAL PAVING PROJECT AUGUST 2010**

as prepared by the City Manager, 520 Monument Street, Room 230, Greenwood Municipal Building, Greenwood, South Carolina 29646 (acting as and in these documents entitled, the "City Manager"), and shall do everything required by this agreement and other contract documents.

3.02 - TIME OF COMPLETION - The work to be performed under this contract shall be commenced according to weather conditions relative to South Carolina Highway Specifications, and all work shall be fully and finally completed within 90 calendar days after notice to proceed. The Contractor shall be liable to the Owner for any damages sustained by the latter through extra Engineer's, Clerk-of-the-Works charges, or other costs of any nature incurred by reason of the Contractor's failure to complete the work within the aforementioned time or any extension thereof which may be granted.

3.03 PAYMENTS - The Owner shall pay the Contractor for the work described in Paragraph 1, subject to additions and deductions, in accordance with the lump sums and unit prices stipulated in the bid at the completion of the work and acceptance by the Owner.

3.04 THE CONTRACT DOCUMENTS shall consist of the following, all of which are part of the Contract between the parties as though repeated herein or hereto attached.

1. Invitation to Bid
2. Information to Bidders

3. Bid Form
4. Bid Bond
5. Agreement
6. Performance Bond
7. Payment Bond
8. Special Conditions
9. Detailed Specifications
10. Addenda or Bulletins (if any) as hereunder listed:

3.05 REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

- (A) That it is financially solvent and experienced in and competent to perform the work and to furnish the labor, plant, materials, supplies or equipment, to be so performed or furnished by it;
- (B) That it is familiar with all Federal, State, Municipal and Department laws, ordinances, and regulations, which may in any way affect the work of those employed herein, including, but not limited to any special acts relating to the work or to the project of which it is a part;
- (C) That such temporary and permanent work required by the Contract Documents as is to be done by it can be satisfactorily construed and used for the purposes for which it is intended and that such construction will not injure any person or damage any property; and
- (D) That it has carefully examined the plans, specifications, and site of the work and that it has satisfied itself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, and the general and local conditions, and all other materials which may in any way affect the work or its performance.

3.06 CONTRACTOR'S BILLS - The Contractor will, if requested, furnish the Owner each month with the names and amounts of accounts of all unpaid creditors for materials or labor furnished during the preceding month. If such accounts are not paid out of the payments received for such work, the Owner may, at its option, if requested by any of the Contractor's creditors, deduct such amounts due the Contractor, which amounts shall, at the option of the Owner, be held by the latter as the property of the creditors, to be paid to any or all of them in such amounts and proportions as the Owner may determine upon proof satisfactory to the Owner of the correctness of the creditors' claims.

3.07 HEIRS, ETC. - This agreement shall bind and ensure to the benefit of the heirs, personal representatives and successors of both parties hereto; but it shall not be assigned by either party without the written consent of the others.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Contractor

Witness:

City of Greenwood

By: _____

Title: _____

SEAL:

Attest:

City Clerk

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under laws of the _____, as Surety (the "Surety"), are held and firmly bound unto _____, as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of Dollars (\$ _____), lawful money of the United States of America, for the payment of which the sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated _____, 2010 (the "Bid"), to perform certain _____ work for the Obligee in connection with _____, pursuant to specifications and other related documents constituting the Contract Documents, which are incorporated into the Bid by reference (the "Contract Documents"), as prepared by the City Manager, City of Greenwood, Greenwood, South Carolina; and

WHEREAS, before an award shall be made to the Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a Contract to the Principal by the Obligee in accordance with the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Agreement in accordance with

the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents, and employees from any and all costs and damages which the Obligee and all of its officers, agents, and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the warranty period from the date of acceptance by the Obligee of the equipment delivered under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result in defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed, and delivered this _____ day of _____, 2010.

(INDIVIDUAL PRINCIPAL)

Signature of Individual (SEAL)

Witness:

Trading and doing business as:

(PARTNERSHIP PRINCIPAL)

Witness:

Name of Partnership

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(CORPORATION PRINCIPAL)

Name of Corporation

Attest:

Title:

By: _____

Title:

(CORPORATION SURETY)

Name of Corporation

Witness or Attest:

Title:

By: _____

Title:

(Corporate Seal)

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we,

_____, as
Principal
(the "Principal"), and _____, a
corporation
organized and existing under laws of the
of _____, as Surety (the "Surety"),
are held and firmly bound unto _____, as Oblige
(the "Obligee"), as hereinafter set forth, in the full and just sum of
Dollars (\$ _____), lawful money of the United States of America, for the payment of
which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Oblige a certain bid, dated
, 2010 (the "Bid"), to perform certain _____ work
for the Oblige in connection with _____,
pursuant to plans, specifications, and other related documents which are incorporated into the Bid
reference (the "Contract Documents"), as prepared by the City Manager, City of Greenwood,
Greenwood, South Carolina; and

WHEREAS, the Oblige is a "contract body" under provisions of the laws of South Carolina; and

WHEREAS, before an award shall be made to the Principal by the Oblige in accordance with
the Bid, the Principal shall furnish this Bond to the Oblige, with this Bond to become binding upon the
award of the Contract to the Principal by the Oblige in accordance with the Bid; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by
the Principal to the Oblige; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall
furnish this Bond to the Oblige, and if the Oblige shall make an award to the Principal in accordance
with the Bid, then the Principal and the Oblige shall enter an agreement with respect to performance of

such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or the Contract Documents, for material furnished or labor supplied or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension or addition to the Agreement. The term "claimant", when used herein, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required, the provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such material for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and have execution upon the judgment; Provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has not contractual relationship, expressed or implied, with the Principal, may institute

an action upon this bond only if such claimant first shall have given written notice, served in the manner required to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished, and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other county as South Carolina statutes shall provide, or in the United States district court for the district in which the project, to which the Agreement relates, is situated, and not elsewhere.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed, and delivered this _____ day of _____, 2010.

Situation

(INDIVIDUAL PRINCIPAL)

_____(SEAL)
Signature of Individual

Witness:

Trading and doing business as:

(PARTNERSHIP PRINCIPAL)

Witness:

Name of Partnership

By: _____(SEAL)
Partner

By: _____(SEAL)
Partner

By: _____(SEAL)
Partner

By: _____(SEAL)
Partner

(CORPORATION PRINCIPAL)

Name of Corporation

Attest:

Title:

By: _____

Title:

(CORPORATION SURETY)

Name of Corporation

Witness or Attest:

Title:

By: _____

Title:

(Corporate Seal)

**Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

END OF SECTION

SPECIAL CONDITIONS OF CONTACT

1. All work, materials, inspection, and testing will be to South Carolina State Highway Department Standard Specifications, latest revisions.
2. The Contractor shall furnish copies of Bills of Lading "tickets" to the Public Works Director for materials delivered to the site. Each ticket shall include the name of the road to which the material was applied, shall be signed by the designated inspector or designated substitute, and one copy shall be held by the inspector for delivery to the Public Works Director. All work shall be paid for at the bid unit prices, excepting any items bid as lump sum items. Any lump sum items will be paid at the lump sum bid price.
3. Any clarifications, including omissions or discrepancies, shall be submitted to the Public Works Director five (5) days prior to the receipt of bids. If answers or comments are required, the Public Works Director will send bulletins to all bidders stating the change or explanation. The Bidder will acknowledge receipt of the bulletin and so note this in his Bid.
4. The right to reject any or all Bids and waive any technicalities or informalities is reserved by the Owner.
5. Each Bid shall be accompanied by bid security in the form of a bond, certified check, or bank cashier's check in the amount of five (5%) percent of the total bid. Bond or check should be made payable to City of Greenwood.
6. The City of Greenwood may request references and experience records of the successful Bidder prior to the Contract award.
7. The Contractor shall meet the current state guidelines for minority participation for subcontractors if any subcontracting of portions of this work is done.
8. No bid may be withdrawn within thirty (30) days of the bid opening date.
9. The Contractor shall complete the work as noted in the Bid Form and Agreement.
10. The City of Greenwood may limit the total square yards of resurfacing to be included in this contract in order to limit the total cost of this contract to the funding level established for this project by the City of Greenwood. The roads to be paved and/or striped will be selected in order as listed on the bid form from top to bottom.
11. The Contractor shall be fully responsible for traffic control, signage, and marking of temporary hazards incident to or resulting from the repaving operations specified herein. When work on city roads enters SCDOT rights-of-ways for intersections and turn-outs, the Contractor shall use temporary signage and flagmen as required by the SCDOT.
12. The City of Greenwood shall place a jobsite inspector with the paving crew, and this inspector shall direct the Contractor to increase or decrease the amount of paving to be placed per square yard of road surface, with the limitation that the Contractor shall not apply less than 1" of compacted asphalt to any area.

13. The Contractor and any sub-contractor shall promptly pay all federal, state, and local taxes (including City of Greenwood Business License Tax) which may be assessed against him in connection with the work or his operations under the Agreement and/or the other contract documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

14. **INSURANCE**

This insurance to be on the comprehensive form, shall protect the Contractor, and shall be written to include City of Greenwood against any/all claims arising from injuries to the public, or damage to property of others arising out of any act or omission of the Contractor, his agents, employees or subcontractors.

The Contractor and all Subcontractors shall carry Workman's Compensation and Employer's Liability Insurance with the statutory limits applying to employer's liability (\$100,000.00) covering all employees employed by him or Subcontractors while engaged under this Contract.

The Contractor shall carry comprehensive general liability insurance with limits of liability not less than:

Bodily Injury:	\$1,000,000.00 - Each Person \$1,000,000.00 - Each Accident
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Property Damage:	\$1,000,000.00 - Each Accident \$1,000,000.00 - Aggregate
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The liability coverage under this policy shall contain no exclusion relative to blasting, explosive, collapse of buildings or damage to underground property. Liability limits under this policy shall be not less than the following:

Bodily Injury:	\$1,000,000.00 Each Person \$1,000,000.00 Each Accident
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Property Damage:	\$1,000,000.00 Each Accident \$1,000,000.00 Aggregate
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The Contractor shall carry comprehensive fleet liability policy with limits of liability not less than:

Bodily Injury:	\$1,000,000.00 - Each Person \$1,000,000.00 - Each Accident
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Property Damage:	\$1,000,000.00 - Each Accident
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Fire, Windstorm and Vandalism insurance shall be carried and maintained by the Contractor in the name of the Owner and General Contractor as their interest may appear.

The Contractor and Subcontractors shall submit certificates of insurance to Owner at the same time as signed contracts and bonds.

END OF SECTION

DETAILED SPECIFICATIONS

I. SCOPE OF WORK

It is the intent of these specifications to govern the Contractor in furnishing all equipment, labor, tools, skills, materials, and all else necessary for the milling, leveling, and resurfacing of the roads as listed in these specifications.

II. ROADS

The following is a priority list of the roads in the City of Greenwood under this contract. Roads shall be completed in the general order shown as required to insure that the priority order is preserved as the funding limit is reached for the project. It is anticipated that sufficient funding has been approved to level and resurface the following roads:

1. Bowles Ave – Parallel to W Laurel Ave (SC Route 73)
2. Blake St – Connects Grace St to W Durst Ave at Lander University
3. W. Henrietta Ave – Intersects with Grace St and Barksdale St at Lander University
4. Cadillac Ct. – Off of Old Ninety Six Hwy at Blyth Rd (SC Route 50)
5. Carolina Ave. – Off of Edgefield Street parallel to the Heritage Walking Trail (Neel St to Edgefield Only)
6. Grand Prix Ct. – Off of Blyth Rd (SC Route 50)
7. Grove St. – Intersects W. Cambridge Ave, Andrews Ave, Merriman Ave in the Greenwood Mill Community
8. Lee St. – Intersects Merriman Ave and Mill Ave in the Greenwood Mill Community
9. Logan Ct. – Off of Marshall Rd (SC Route 187)
10. Norwood Ave (400 and 500 Block) – Intersects Mason St in the Greenwood Mill Community
11. Sandy Lane – Off of W Laurel Ave (SC Route 73)
12. Sidney Dr. - Off of Marshall Rd (SC Route 187)

III. CLEANING

The Contractor shall be required to do minor sweeping and cleaning of the existing surface to remove all debris and deleterious materials prior to working on any of the designated roads. The City of Greenwood will do all major cleaning of the roads.

IV. ADJUSTING UTILITY COVERS OR CASTINGS

The Contractor shall be responsible to arrange to have any manhole frames and covers, water valve boxes, gas, power, or telephone valve boxes or housings adjusted by the owner of these utilities prior to applying the wearing surface.

All adjustments to be performed by the Contractor shall be considered incidental to the project and any costs shall be included in the Lump Sum Price bid.

V. LEVELING COURSE ON ROADS TO BE REPAVED

A leveling course shall be applied to all roads and streets as required. At the Contractor's option, the leveling of minor variations up to 2" may be included in the resurfacing operation. All leveling shall be at the direction of the City representative or inspector and in the amounts indicated by the City representative or inspector.

This leveling shall consist of a variable depth of either SCDOT Specifications Hot Laid Asphaltic Concrete Binder Course, Type 2, Section 402, or asphalt as specified below for wearing course.

VI. WEARING COURSE ON ROADS TO BE REPAVED

Shall consist of a **minimum** of 1 1/2-inch in depth of SCDOT Specifications Hot Laid Asphaltic Concrete Surface Course, Type 3, Section 403, and shall be applied as specified in Section 401 of the SCDOT Standard Specifications. All areas to be paved shall be prepared for surfacing by placement of a tack coat as specified in Section 401 of the SCDOT Standard Specifications and shall consist of asphalt cement or emulsified asphalt. The Contractor shall include the costs of the tack coat in the unit price bid for resurfacing.

VII. TACK COAT

The Contractor shall tack coat the existing surface prior to placing the new pavement against the existing surface as required by SCDOT Standard Specifications.

MISCELLANEOUS BERMS AND RUNOFF CONTROL

Where existing roadways have existing asphalt berms for control and channeling of runoff at driveways, catch basins, or ditch swales, the Contractor shall install replacement berms as needed to insure that future runoff discharges in the same location after resurfacing.

Contractor shall be required to pave to the edge of the right-of-way on existing paved driveways. On unpaved driveways a two (2') foot taper shall be provided as a transition to the gravel sections.

IX. BACKFILL OF SHOULDERS AND GRASSING

Contractor shall provide and spread soil along the edge of the new paving course to provide a graded taper to the existing shoulder where pavement edge is more than 2" above the existing shoulder. The tapered soil should generally be from 1' to 2' wide, and shall be free of refuse, roots, heavy or stiff clay, excessive mica, or stones over one inch in size. Finished shoulder fill shall be seeded with seasonal mix as specified by Section 810 of the SCDOT Specifications for Temporary Vegetation.

END OF SECTION