

THE TOWN OF KIAWAH ISLAND

KIAWAH ISLAND PARKWAY BRIDGE

OVER

THE KIAWAH RIVER

JOINT REPLACEMENT

1.0 Scope of Work

The work shall consist of furnishing and installing a bridge asphaltic plug expansion joint system in accordance with the details shown on the plans and the requirements of these specifications. This work also includes removing the existing joints, cleaning all loose debris prior to installation, and proper cleanup and disposal of all excess material after installation.

The Owner of this project shall be the Town of Kiawah.

The Engineer for this project shall be Collins Engineers, Inc.

2.0 Submittal

The Offeror shall submit to the Town of Kiawah Island (4) copies of the following submittals required by this specification:

- a) Schedule/plan for working including handling demolition of existing items, staging of construction materials, and site deliveries.
- b) Submittal of qualifications showing a minimum of 5 years of experience in performing similar work as outlined in the contract documents.
- c) Certificates of insurance
- d) Surety Bond (5% Bid Bond due with the Bid Package, Performance and Payment Bonds will not be required in the Bid Package but will be due prior to a Notice to Proceed being issued.)
- e) List of proposed subcontractors

- f) Submittal register
- g) Product submittals as required

3.0 General Information

There is no expressed or implied obligation for the Town of Kiawah Island, South Carolina to reimburse responding firms for any expenses incurred in preparing Bids in response to this request.

During the evaluation process the Town of Kiawah Island reserves the right, where it may serve the Town's best interest, to request additional information or clarification from proposers, or to allow correction of errors or omissions.

Unless otherwise modified by the Town of Kiawah Island with an Addendum, the terms and conditions in this request for bid shall prevail. The Town of Kiawah Island reserves the right to reject, in whole or part, any bid that does not comply with such terms and conditions.

The Town of Kiawah Island reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether that bid is selected. Submission of a bid indicates acceptance by the offeror of the conditions contained in these specifications, unless clearly and specifically noted in the bid submitted and confirmed in any resulting contract between the Town of Kiawah Island and the offeror selected.

4.0 Submissions and Withdrawal of Bids

Bids are to be submitted in sealed envelopes, marked and addressed as directed in this request for bid. Bids submitted by fax ***will not*** be accepted for consideration.

Offerors mailing bids should allow sufficient mail delivery period to insure timely receipt of their bids by the Town of Kiawah Island. Any bid received after the scheduled deadline on the closing date will be immediately disqualified.

If erasures or other changes appear on the document, the person signing the bid must initial each erasure or change.

Bids may be withdrawn by written request received from the offeror prior to the submittal deadline.

5.0 Preparation of Bid

- a) All bids should be complete and carefully worded and must convey **all** of the information requested by the Town of Kiawah Island. If errors or exceptions are found in the offeror's bid, or if the bid fails to conform to the requirements of the request for bid, the Town will be the sole judge as to whether that variance is significant enough to reject the bid.
- b) Bids should be prepared in a way that all data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the Town's internal use. The Town reserves the right to reproduce bids for internal use in the evaluation process.
- c) All bids shall provide a concise description of the offeror's ability to satisfy the requirements of the request for bid.
- d) Each copy of the bid should be bound in a single volume where practical. All documentation submitted with the bid should be bound in that single volume.
- e) The offeror is solely responsible for all costs and expenses associated with the preparation of the bid and of any supplementary presentation (including any oral presentation) requested by the Town.
- f) Bids must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the bid.
- g) Submittals shall be typewritten or computer generated. It shall include, but not limited to, addresses of all firms that would participate in the proposed services. The type of organization of the Offeror, whether individual, partnership, corporation, or joint venture among any types of entities shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities must be fully disclosed and clearly explained.
- h) The Town prefers a single, qualified company or entity to be responsible for providing services described herein. Therefore, any one bid submitted in response to this request for bid by more than one business entity will be deemed a bid for a joint venture between or among the companies so submitting **unless** the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firms' contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the project in its entirety, and will not be permitted to limit their liability, individual or collective, to the Town. This provision may be waived if a solution is agreed upon whereby the Town will have a single source for contract complaints, problem resolution and responsibility.

6.0 Gratuities and Kickbacks

- a) It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore.
- b) It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime offeror, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- c) Violation of this clause may result in contract termination.

7.0 Addenda/Changes

Any additions, deletions, modifications, or changes made to this request for bid shall be processed through the Town's Treasurer. Any deviations from this procedure may result in the disqualification of the bid or the cancellation of any contract resulting from this request for bid

Requests for interpretation of this request for bid and any questions concerning the request for bid shall be made in writing, and addressed to the **Town of Kiawah Island Procurement, 21 Beachwalker Drive, Kiawah Island, SC 29455. Questions may be transmitted by fax, but it is the responsibility of the sender to confirm receipt by the Town.**

Responses to said requests shall be made at the discretion of the Town Treasurer and Town Administrator. When issued, such interpretations and answers to such questions will be in the form of an addendum to the request for bid that will be transmitted to each firm to which these request for bid documents have been issued. All such addenda shall become part of the request for bid and each offeror shall be bound by such addenda whether or not received by the offeror.

8.0 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this request for bid that is deemed privileged and confidential by the offeror will not be disclosed. Such privileged and confidential information includes information that if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as “**CONFIDENTIAL**” each specific part or their bid that such offerors consider to contain proprietary or other privileged information. Additionally, all offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as “**EXEMPT FROM FREEDOM OF INFORMATION ACT**” each specific part of their bid which offerors deem to be so exempt and shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not to have such exemption. *Do not mark the entire bid as confidential or exempt from disclosure. Doing so will necessitate an independent determination of confidentiality by the Town pursuant to applicable law.* The Town of Kiawah Island hereby disclaims any responsibility for not disclosing information identified by any offeror as exempt from the Freedom of Information Act; for any information that is disclosed as a result of offeror’s failure to mark it as “**CONFIDENTIAL**”; and for any results of independent verification of confidentiality necessitated by the marking of an entire bid as confidential or exempt from disclosure.

All bids and supporting materials (including all data, material, and documentation originated and prepared for the Town pursuant to this request for bid including correspondence relating to this request for bid) shall, upon delivery to the Town, become the property of the Town of Kiawah Island.

9.0 Selection Process

A selection committee will review and analyze all submittals in order to rate the firms. The selection shall be made in order of preference, based on the criteria included in this request for bid.

The Town of Kiawah Island may request oral presentations or discussions with any or all offerors for the purpose of clarification or to amplify the material presented in any part of the bid. However, offerors are cautioned that this provision is not mandatory; therefore, all bid sections, both cost and technical, should be complete and concise and reflect the most favorable terms available from the offeror.

If the Town determines that interviews are necessary to make the selection, they will be scheduled with the Offerors and held at the Kiawah Island Municipal Center, 21 Beachwalker Drive, Kiawah Island, SC, 29455. The cost of such presentations shall be borne solely by the Offeror.

Any or all submittals may be rejected in whole or in part as may be specified in this request for bid, when it is in the best interest of the Town.

During the review process, the Town may request additional financial information from all offerors.

10.0 Award

Award shall be made to the responsible offeror whose bid is determined to be the most advantageous to the Town of Kiawah Island, taking into consideration the evaluation factors set forth in this request for bid.

11.0 Notice of Award of Contract

A written Notice of Award of Contract will notify the successful offeror of acceptance of its bid. The successful offeror shall not undertake any work, and the Town will not be responsible for payment of any work whatsoever undertaken by the successful offeror prior to issuance of the Notice to Proceed.

The successful offeror shall be required to execute a formal contract before work can proceed. At this time, a Kiawah Island Business licenses will be required. Applications will be distributed to the bid winner and the business license will need to be obtained prior to issuance of the Notice to Proceed.

12.0 Notice to Proceed

A Notice to Proceed will be issued only after the successful offeror has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds, if applicable, as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful offeror shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Town.

13.0 State and Local Taxes

- a) **Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.**
- b) Offeror shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon or billed to the Town as a result of offeror's failure to pay any tax of any type due in connection with this Agreement.

14.0 Permits and Licenses

- a) Permits shall be acquired and paid for by the successful offeror (i.e. said cost should be included in the bid price).
- b) If required prior to execution of a contract, the successful offeror will be required to provide a copy of its current applicable offeror's license issued by the State of South Carolina and the County of Charleston on all bids, including those subcontractors subject to licensing which may be required on the bid form.
- c) Both offerors and subcontractors are responsible at all times for obtaining applicable licenses to include but not limited to appropriate **business licenses**. Offeror's license number, person's name, business name, driver's license number, and Tax ID number must be shown on all required licenses.

15.0 Offeror Representation

By submitting a bid, each offeror represents that:

- a) The offeror has read and understands this request for bid (including all specifications and attachments) and that his bid is made in accordance therewith.
- b) The offeror has reviewed the request for bid, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with requirements of the proposal.
- c) The proposal is based on the terms, materials, systems and equipment required by this Request for Bid, without variance.
- d) The offeror is qualified to provide the services and equipment required under this request for bid and, if awarded the contract, will do so in a professional, timely manner using successful offeror's best skill and attention.
- e) The offeror has fully acquainted itself with conditions relating to the scope and restrictions attending the execution of the services under the conditions of the request for bid.

The failure or omission of the offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to the bid submitted by the offeror or to any contract arising out of this request for bid.

16.0 Material and Workmanship

If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the request for proposal and provided by the successful offeror are to be new or in good condition and of the most suitable grade for the purpose intended. The Town of Kiawah shall inspect and approve all equipment prior to use. When requested, the successful offeror shall furnish to the Town for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the successful offeror contemplates incorporating in the work. Machinery, equipment, material and supplies installed and used without the required prior approval shall be at risk of subsequent rejection.

By signing its bid, the successful offeror will be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this request for bid and warrants that it will use best skill and attention to provide the above described work in a professional, timely manner.

The Town may, in writing, require that the successful offeror remove from the work any employee the Town deems incompetent, careless or otherwise objectionable.

17.0 Independent Contractor's

Offeror is an independent contractor and shall not be deemed the agent or employee of the Town of Kiawah Island for any purpose whatsoever.

18.0 Subcontractors

- a) If any subcontractors will be used for this project, the successful offeror shall provide the Town a list of names of any of the intended subcontractors, the subcontractor's license number(s), and a description of the work to be done by each subcontractor, if requested. Subcontractors are required to be fully licensed.
- b) The successful offeror shall not substitute other subcontractors without the written consent of the Town.
- c) The successful offeror shall be responsible for all services performed by a subcontractor as though they had been performed by the successful offeror. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.

- d) If at any time the Town determines that any subcontractor is incompetent or undesirable, the Town shall notify the successful offeror accordingly, and the successful offeror shall take immediate steps for cancellation of the subcontract and replacement.
- e) Nothing contained in any contract resulting from this request for bid shall create any contractual relationship between any subcontractor and the Town of Kiawah Island.
- f) It shall be the successful offeror's responsibility to ensure that all terms required in any resulting contract from this request for bid is incorporated into all subcontracts.

19.0 Other Contracts

The Town of Kiawah Island may undertake or award other contracts for additional work, and may elect to complete portions of the work included in this proposal using its own forces or through other contracts, and the successful offeror shall fully cooperate with such other work contractors and Town of Kiawah Island employees and carefully fit its own work to such work as may be directed by the Town. The successful offeror shall not commit or permit any act by its forces or subcontractors that will interfere with the performance of work by any other contractor or by Town of Kiawah Island employees.

20.0 Insurance Requirements

Offeror's working for the Town of Kiawah Island are required to procure and maintain for the duration of their contract with the Town insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Offeror shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- B. Offeror shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Offeror shall maintain limits no less than the following:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. The Town of Kiawah Island, its officials, employees and volunteers are to be covered as insured as respects: Liability arising out of activities performed by or on behalf of the Offerors; premises owned, occupied or used by the Offeror; or automobiles owned, leased, hired or borrowed by the Offeror. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Kiawah Island, its officials, employees or volunteers. To accomplish this objective, the Town of Kiawah Island shall be named as an additional insured under the Offeror's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Offerors - Form B) or its equivalent. Offerors' insurance coverage shall be primary insurance as respects the Town of Kiawah Island, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Town of Kiawah Island, its officials, employees, or volunteers shall be in excess of the Offeror's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

The successful offeror shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than the execution of any contract resulting from this request for bid. The town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful offeror's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

21.0 Indemnification

Except for expenses or liabilities arising from the negligence of the Town, the offeror hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows:

The offeror expressly agrees to the extent that there is a casual relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Town and its employees or any member of the public, to indemnify and save the Town and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting contract from this request for bid. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the Town or its employees. This promise to indemnify shall include bodily injuries or death occurring to offeror's employees and any person directly or indirectly employed by the offeror (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice, offeror shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

22.0 Suspension of Work

The Town may order the successful offeror in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Town may determine to be appropriate for the convenience of the Town of Kiawah Island, or for noncompliance with the contract requirements.

23.0 Termination for Convenience of the Town of Kiawah Island

The Town of Kiawah Island by written notice may terminate any contract resulting from this request for bid, in whole or in part, when it is in the best interest of the Town of Kiawah Island, or for noncompliance with the contract requirements.

24.0 Contractor Use of Site and Premises

Successful offeror shall cooperate with and accommodate related work performed by the Town, or any work performed under separate contract by another contractor or subcontractor, on site during the contract period. It shall be the successful offeror's responsibility to coordinate its work on site.

All work shall be coordinated through the Town's authorized representative.

25.0 Non-Discrimination

The offeror shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

26.0 Drug-Free Workplace

Offeror shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1796, as amended).

27.0 Compliance with Legal Requirements

All applicable Federal, State and Local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of General and Mechanical Contractors) shall be binding upon the successful offeror throughout the pendency of this project. The successful offeror shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the Town harmless and indemnify same in the event of non-compliance.

28.0 Incorporation by Reference

The contents of this request for bid, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this project.

29.0 Rejection of Bids/Work

The Town of Kiawah Island reserves the right without prejudice to reject, in whole or in part, any and all bids received, to waive all technicalities, or to negotiate any term(s) or provision(s) of such bids. Such rejection, waiver, or negotiation shall be accomplished in any manner necessary to serve the best interest of the Town. It also reserves the right to be the sole judge of the suitability of any and all bids for use by the Town.

The Town of Kiawah Island reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous bids or bids which are uncertain as to terms, delivery, quantity or compliance with specifications.

The Acceptance of submittals does not restrict the Town of Kiawah Island's right to reject departures from contract requirements, use of damaged or improperly installed items/materials, or latent defects, nor does it prejudice the Town of Kiawah Island's rights of rejecting any work found defective at final inspection and acceptance.

30.0 Traffic Control

The OFFEROR shall submit a traffic control plan for approval by the ENGINEER before work can begin.

The Offeror shall maintain two lanes of traffic and the pedestrian lane during all non-working hours. The Offeror shall maintain the pedestrian lane and at least one lane of traffic during work hours and provide, install, and maintain all traffic control devices in accordance with the project guidelines, the Work Area Traffic Control Handbook (WATCH), and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). There is no direct payment for Traffic Control as this is considered incidental to the contract.

It shall be the OFFEROR'S responsibility to provide adequate traffic control measures, such as barricades, cones, advance warning signs, flag person, etc. to protect the uncured asphaltic plug surface from all types of traffic and provide traffic safety in the construction area. Opening to traffic does not constitute acceptance of the work. Any damage to the joint material will be the responsibility of the OFFEROR and will be repaired as directed by the ENGINEER.

31.0 Work Schedule

Work shall only be performed in between the daytime hours of 9 a.m. and 4 p.m. and the night time hours of 8 p.m. and 6 a.m. No work will be performed between the hours of 4 p.m. on Friday and 9 a.m. on Monday.

A variance will be required to allow work past the Island noise curfew of 11:00 p.m. All noise should be kept to a minimum during this time when possible.

It will be at the discretion of the Town of Kiawah to allow extra days at no cost to the offeror if the town deems an extension necessary. The Town of Kiawah will give extra working days on a case by case basis if work is not able to be performed for reasons that the Town deems reasonable (working past midnight on the 14th working day will also be up for consideration if night work is being performed).

Working Days are defined as calendar days in which work is able to be performed. This will be midnight to midnight on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays. There are 4 night and 5 day time blocks to work available to work in one Monday through Friday cycle. One Monday through Friday cycle with no holiday will be 5 working days.

Late Days are defined as any full calendar day (midnight to midnight) beyond the allowable 14 working days. Late Days will include non-working days (Saturday, Sunday, and Holidays). Late Days will be rounded up to a whole number of days (i.e. 2.4 late days will be equal to 3 late days.)

32.0 Product

The offeror shall provide an asphaltic plug expansion joint system that is capable of accommodating movements of $\pm \frac{3}{4}$ " at time of installation. The bridge deck expansion joint system shall consist of a traffic bearing plate utilized with a modified elastomeric binder and aggregate.

The asphaltic plug material shall be field mixed and consist of a one component elastomeric binder and pregraded aggregate mix

Approved products for use are as follows: (Similar products to the approved products can be used with prior approval of the Town of Kiawah)

- a) *Wabo®Expandex Joint System, Watson Bowman Acme*
- b) *Thorma-Joint, Dynamic Surface Applications LTD*

33.0 Components and Materials

The Offeror shall furnish a manufacturer's certification that the materials proposed have been pre-tested and will meet the requirements as set forth in the specification.

- a) **Traffic Bearing Plate:** The traffic bearing plate shall be steel conforming to ASTM A36. It shall have 7/32" (5.5mm) holes to receive a 16D common nail for anchorage to the backer rod along

the longitudinal centerline at 12" (305mm) intervals. The standard 6 foot plate shall be a minimum thickness of 1/4" (6mm) and 8" (203mm) in width

- b) Backer Rod: A closed cell foam cylindrical backer rod, capable of withstanding the temperature of the hot modified elastomeric binder, as supplied or recommended by the manufacturer. The backer rod shall have the following typical physical properties using a 2" specimen and test method ASTM D545:

Density: 2.0Lbs/Cu.Ft, min Tensile Strength: 30 psi, min. Compression: 5 psi @ 25%, min Water Absorption: 0.03 g/cc by weight, min (1% Max) Temperature @ 410°F (210°C) No Melting

- c) Modified Elastomeric Binder: The elastomeric binder shall meet or exceed the requirements of ASTM D 6297 *Standard Specification for Asphaltic Plug Joints for Bridges* and has the following physical properties:

Physical Properties	Test Method	Requirement
Softening Point, min.	ASTM D 36	83°C
Tensile Adhesion, min	ASTM D 5329	700%
Ductility, min at 25°C(77°F)	ASTM D 113	400 mm
Penetration @ 77°F (25°C) 150 g, 5 s	ASTM D 3407	7.5 max
Low temperature penetration Min at -18°C (0°F) 200g, 60 s	9.1	1.0 mm
Flow, max 5 h at 60°C (140°F)	ASTM D 3407	3.0 mm
Resiliency, min-max at 25°C (77°F)	ASTM D 3407	40-70%
Asphalt Compatibility	ASTM D 3407	Pass
Recommended installation temperature range		182°C - 199°C
Safe heating temperature range		199°C - 210°C
Bond 3 cycles at -7°C (+20°F), 100% elong	ASTM D 3405	Pass
Flexibility, at -23°C (-10°F)	ASTM D 5329	Pass

- d) Granite Aggregate: The granite aggregate shall be Black Granite "B" size and Black Granite "C" size. It shall be supplied at the jobsite washed, dried and appropriately bagged. The following specifications for percentage of aggregate passing through listed sieve sizes:

Granite Size	Sieve Size	Requirement
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"B" Size Granite	1 inch	100%
	½ inch	90 – 100%
	¼ inch	0 – 40%
"C" Size Granite	1 ½ inch	100%
	1 inch	90 – 100%
	½ inch	0 – 40%

34.0 Construction Requirements

The Offeror shall submit product information and necessary details after the award of the contract. At the discretion of the Engineer, the manufacturer may be required to furnish a representative sample of material to be supplied in accordance with the project specifications.

Where indicated and noted on the contract plans, install asphaltic plug in a neat and workmanlike manner. All surfaces to receive the asphaltic plug joint shall be free from dirt, water and any other loose foreign debris which may be detrimental to effective joint sealing.

The binder and granite aggregate shall be in the following portions to yield one unit:

Modified elastomeric binder30 pound block

"B" size aggregate (40 lbs)1 bag

"C" size aggregate (40 lbs)1 bag

The standard binder / aggregate mix will yield .6945 CF

The asphaltic plug expansion joint system shall be installed in strict accordance with the manufacturers written instructions along with the advice of their qualified representative.

35.0 Offeror Responsibilities

The offeror is responsible to select an appropriate site as a staging area for storage of materials and equipment during the project. This site will become the responsibility of the offeror to obtain required approvals and permits, if necessary. The offeror may be allowed to use Town owned property for staging with the approval of the Engineer.

Offeror shall make available Material Safety Data Sheets (MSDS) and a Certificate of Compliance certifying that the materials conform to the requirements set forth in section 8.0, if requested.

36.0 Completion Time

All work shall be completed in a total of 14 working days following the Notice to Proceed. Working days are defined as Monday through Saturday excluding Sunday. A late finish penalty of \$1000/day will be incurred for work extending beyond the 14 working days.

37.0 Basis of Payment

The accepted quantity of asphaltic plug expansion joint system will be paid for at the contract unit price per lineal foot. Measurement of the asphaltic plug expansion joint system will be taken horizontally and vertically along the centerline of the joint system between the outer limits indicated on the contract plans. Payment will be made under:

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Lump Sum	Total Cost for Entire Project (EA)

Payment will be full compensation for all work necessary to complete the items including furnishing and installing the asphaltic plug joint system and any miscellaneous patching required, mobilization, traffic control, and anything else required for completing the project.

38.0 Defective Work

The Acceptance of submittals does not restrict the Engineer or the Town of Kiawah Island's right to reject departures from contract requirements, use of damaged or improperly installed items/materials, or latent defects, nor does it prejudice the Engineer or the Town of Kiawah Island's rights of rejecting any work found defective at final inspection and acceptance.

The offeror shall be responsible for replacement or repair of any failed/defective joints for a period not less than the amount of time that the manufacturer warrants the product. The offeror may choose to warrant his work for up to an additional 2 years beyond the manufacturer's warranty.

Town of Kiawah

CONTRACT BID FORM

ITEM & SECT.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	Lump Sum	1.0	EA		

Name: _____

Title: _____

Company: _____

Date: _____