



**Capital Projects & Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.539.1968**

BID: CTC-10

GREENWAY TRAIL PROJECT

BIDS DUE: Wednesday, March 15, 2017 @ 11:00am

MAIL BID RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

HAND DELIVER BID RESPONSE TO:

Capital Projects & Purchasing Department
Attn: Kaye B Syfrett
113 Mable T. Willis Blvd.
Walterboro, SC 29488

**CTC-10
GREENWAY TRAIL PROJECT**

TABLE OF CONTENTS

A.	OVERVIEW.....	3
B.	SCOPE OF WORK.....	3
C.	INSTRUCTIONS TO BIDDERS.....	3
D.	SELECTION CRITERIA	4
E.	SPECIFIC TERMS AND CONDITIONS.....	4
F.	GENERAL CONTRACTUAL REQUIREMENTS	6
G.	SPECIAL PROVISIONS.....	9
(1)	SECTION 101: STANDARD DRAWINGS:.....	9
(2)	SECTION 101: SUBSTANTIAL COMPLETION OF WORK.....	9
(3)	SECTION 105: CONSTRUCTION STAKES, LINES AND GRADES:.....	9
(4)	SECTION 106: QUALIFIED PRODUCT LISTINGS	9
(5)	SECTION 107: FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED:.....	10
(6)	SECTION 107: DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:	10
(7)	SECTION 107: CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS.....	10
(8)	SECTION 107: COORDINATION OF UTILITY RELOCATION WORK WITH HIGHWAY CONSTRUCTION:.....	10
(9)	SECTION 108: TOTAL CONTRACT TIME:.....	11
(10)	SECTION 108: FAILURE TO COMPLETE WORK ON TIME:.....	11
(11)	SECTION 108: LIQUIDATED DAMAGES:.....	11
(12)	SECTION 108: TEMPORARY SUSPENSION OF WORK:.....	11
(13)	SECTION 108: CONSTRUCTION SCHEDULE:	11
(14)	SECTION 109: PAYMENT SCHEDULE	12
(15)	SECTION 109: RETAINAGE	12
(16)	SECTION 305: GRADED AGGREGATE BASE COURSE:.....	12
(17)	DIVISION 600: TRAFFIC CONTROL:.....	12
(18)	DIVISION 600: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:	13
(19)	SECTION 714: SMOOTH WALL PIPE:	13
(20)	SECTION 810: SEEDING:.....	14
(21)	SECTION 815: SEDIMENT & EROSION CONTROL SPECIFICATIONS DURING CONSTRUCTION:	15
(22)	SECTION 815: EROSION CONTROL MEASURES:	15
H.	BID FORMS	16
	BID SUMMARY	16
	REFERENCE FORM	17
	SUBCONTRACTOR FORM	18
	DBE SUBCONTRACTOR FORM	19
	CERTIFICATE OF FAMILIARITY.....	20
I.	PROJECT INFORMATION.....	21
	CONSTRUCTION DRAWINGS	21

A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests bids from qualified licensed contractors for the construction of an unpaved multiuse path on an existing rail bed along SC303 – Green Pond Highway, Green Pond, SC.

Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted in a sealed package marked on the outside with the Offeror's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

B. SCOPE OF WORK

The project consists of clearing the underbrush along the railroad right of way and construction of an eight-foot-wide unpaved multiuse path. Minor grading and shaping of the path typical section will be required along with all necessary erosion control best practices as stipulated in the NPDES storm water permit through SCDHEC. Utilities may be present along the right of way. It will be the responsibility of the contractor for coordination with the local utility providers and for making the necessary relocations. All work is to be performed within the existing SCDOT road right-of-way of the road and the Colleton County's right-of-way encompassing the rail bed excluding the work associated with the outfall ditches where easements have already been obtained.

This contract is a unit price contract. Quantities provided are estimates only.

C. INSTRUCTIONS TO BIDDERS

1. Submittal must include one (1) original bid response clearly marked as original, and three (3) complete copies of the Offerer's bid along with a completed W-9 form. Responses must be in a sealed envelope/package containing the solicitation name and number. The individual signing the response must be an Agent legally authorized to bind the company.
2. Show solicitation number on the outside of mailing package. Colleton County assumes no responsibility for unmarked or improperly marked envelopes.
3. It is the Offeror's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The Offerer must clearly mark as "Confidential" each part of their response, which they consider to be proprietary information that could be exempt from disclosure under Section 30-40(C) Code of Laws of South Carolina, 1976, Freedom of Information Act. Colleton County reserves the right to determine whether this information should be exempt from disclosure and legal action may not be brought against the County or its agents for its determination in this regard.

5. Offerer shall complete and submit all forms listed in the **Bid Forms** of the table of contents. All responses shall be printed in ink or typewritten. Bids written in pencil will be disqualified.
6. Each offeror shall submit with his Bid a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.
7. The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. Performance Bond shall include a one-year warranty of workmanship and materials and shall commence upon completion and acceptance of the total contract by Colleton County. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded. The cost of performance bond is to be included in the unit prices listed on the bid form.
8. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received at this office until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted in a sealed package marked on the outside with the Offerer's name, address, and the solicitation name and number.
9. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject or cancel in part, or in its entirety offers received as a result of this request if deemed to be in the best interest of the County to do so.

Questions regarding this solicitation must be emailed to Carla Harvey, County Engineer at charvey@colletoncounty.org no later than 12:00PM on Wednesday, March 8, 2017. Answers to all questions will be posted on the County website as addendums to this bid.

A "No Response" qualifies as a response; however, it is the responsibility of the Offerer to notify the Procurement Office if you receive solicitations that do not apply.

D. SELECTION CRITERIA

It is the intent of Colleton County to award one contract to the lowest responsive, responsible bidder based on the estimated quantities on the Bid Form. The County reserves the right to accept or reject all bids if deemed to be in the best interest of the County to do so

E. SPECIFIC TERMS AND CONDITIONS

1. **COMPETITION:** This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing no later than five (5) business days prior to the scheduled due date and time.

2. RESPONDANTS QUALIFICATION: The County reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Offerer's ability to provide said services.
3. RESPONSE WITHDRAWAL: Any responses may be withdrawn prior to the established closing date and time, but not thereafter with proper approval from the Procurement Manager.
4. REJECTION: Colleton County reserves the right to reject any and all bids, to cancel or withdraw this solicitation, and to waive any technicality if deemed to be in the best interest of the County.
5. WAIVER: The County reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
6. RESPONSE PERIOD: All responses shall be good for a minimum period of 60 calendar days.
7. 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 offeror will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Unidentified deviations found during the evaluation of the response may be cause for rejection.
8. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Colleton County.
9. DEBARMENT: By submitting a qualification package, the vendor is certifying that they are not currently debarred from responding to any request for bids by any agency or subdivision of the State of South Carolina or the United States Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or subdivision of the State of South Carolina.
10. DEFAULT: In case of default by the Offeror, the County reserves the right to purchase any or all items in default in the open market, charging the Offeror with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Offeror will be considered in future bids until the assessed charge has been satisfied.
11. HOLD HARMLESS: All respondents to this bid shall indemnify and hold harmless Colleton County Government and any of their officers and employees from all suits and claims alleged to be a result of this request for bids. The issuance of this request of bids constitutes only an invitation to present a bid. Colleton County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this request for proposals. Colleton County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: In the event that this request for bids is withdrawn or the project canceled for any reason, Colleton County shall have no liability to any respondent for any costs or expenses incurred in connection with this request for bids or otherwise.

13. COLLETON COUNTY PURCHASING ORDINANCE: The Request of Bids is subject to the provisions of the Colleton County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this request for bids in their entirety except as amended or superseded within. This ordinance can be found at https://www.municode.com/library/sc/colleton_county/codes/code_of_ordinances under Title 3 - Revenue and Finance.
14. FAILURE TO SUBMIT ALL MANDATORY FORMS: Failure to submit all the mandatory forms from this request of bids shall be just cause for the rejection of the qualification package. However, Colleton County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
15. CONTRACT AWARD:
 - a. This solicitation and submitted documents, when properly accepted by Colleton County shall constitute an agreement equally binding between the successful Offeror and the County.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. The County shall not be legally bound by any amendment or interpretation that is not fully executed by both parties in writing.
 - b. The successful Offeror shall be required to execute a formal agreement with the County's Procurement Office within ten (10) business days after issuance of the Notice of Award.
16. CONTRACT ADMINISTRATION: Questions or problems arising after award of an agreement shall be directed to the Procurement Manager by calling (843) 539-1968. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Procurement Office, 113 Mable T. Willis Blvd, Walterboro, SC 29488.

F. GENERAL CONTRACTUAL REQUIREMENTS

1. ABANDONMENT OR DELAY: If the work to be done under this contract shall be abandoned or delayed by the Offeror, or if at any time the County shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Offeror, the County may annul the contract or any part thereof if the Offeror fails to resolve the matter within thirty (30) days of written notice.
2. OFFEROR'S COOPERATION: The Offeror shall maintain regular communications with the Project Manager and shall actively cooperate in all matters pertaining to this contract.
3. RESPONSIBILITY: The Offeror shall at all times observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.
4. NON-APPROPRIATION / SUBSTITUTION PERMITTED: If the Colleton County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the agreement, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County. Following any such non-appropriation, the master lease agreement shall contain no limitation on the County's ability to replace the equipment financed with any other equipment.

5. INDEMNIFICATION: Except for expenses or liabilities arising from the negligence of the County, the Offeror hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the performance or default of any resulting agreement or arising from or related to the Work as follows:

Offeror expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, Offeror, 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 County and its employees or by any member of the public, to indemnify and save the County 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 agreement or arising from or related to the equipment. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the County and 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 Offeror (including without limitation any employee of any subcontractor), the County's employees, the employees of any other independent contractor, or occurring to any member of the public. When the County submits notice, Offeror shall promptly defend any aforementioned action.

6. The prescribed limits of insurance set forth herein shall not limit the extent of the Offeror's responsibility under this Section. The terms and conditions contained in this Section shall survive the termination of any resulting agreement or the suspension of the Work hereunder. Additionally, the County will not provide indemnity to the successful OFFEROR. Failure to comply with this section may result in your request for bid to be deemed non-responsive.
7. FORCE MAJEURE: The Offeror shall not be liable for any excess costs if the failure to perform the resulting agreement arises out of causes beyond the control and without fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the Offeror and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
8. ARBITRATION: Under no circumstances and with no exception will Colleton County act as arbitrator between the Offeror and any sub-contractor.
9. PUBLICITY RELEASES: Offeror agrees not to refer to 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 County. The Offeror shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. With regard to news releases, only the name of the County, type and duration of any resulting agreement may be used and then only with prior approval of the County. The Offeror also agrees not to publish, or cite in any form, any comments or quotes from the County's staff unless it is a direct quote from the Procurement Manager.
10. GOVERNING LAWS: Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said agreement shall, if litigation is necessary, be

litigated only in a Circuit Court for the Fourteenth Judicial Circuit sitting in Colleton County, South Carolina. The prevailing party shall be entitled to attorney's fees and all costs of said litigation.

11. **ASSIGNMENT:** The Offeror shall not assign in whole or in part any agreement resulting from this Request for Bids without the prior written consent of the County. The Offeror shall not assign any money due or to become due to him under said agreement without the prior written consent of the County.
12. **AFFIRMATIVE ACTION:** The successful Offeror 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, sex, national origin or physical handicap.
13. **FAILURE TO DELIVER GOODS IN ACCORDANCE WITH TERMS & CONDITIONS:** In case of failure to deliver goods in accordance with the contract terms and conditions, Colleton County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Colleton County may have.
14. **TERMINATION OF CONTRACT**

Subject to the Provisions below, the contract may be terminated by the Purchasing Department providing a thirty (30) days advance notice in writing is given to the offeror.

 - a. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by the County for cause, default or negligence on the part of the offeror shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this request for bids shall apply.
 - c. The County shall be obligated to reimburse the Offeror only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

Non-Appropriations Clause: Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of this contract are at any time. Not forthcoming, through the failure of the County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the County shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to by the County and the Offeror, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

15. **GOVERNING LAWS:** Any contract resulting from this request for bids shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought in the courts of the State of South Carolina.
16. **BONDS:** Payment and Performance Bonds are required for this request for bids for the entire contract amount.
17. **OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

18. INSURANCE: Colleton County will require the following remain in force at all times through the life of the contract:

Professional Liability Insurance – Minimum \$1,000,000.00 - Proof of in force insurance must be provided in the response to the RFP

Other insurances:

Workers' Compensation - \$100,000 – each accident

Statutory Coverage and Employer's - \$100,000 each employee

Liability - \$500,000 – policy limit

Comprehensive General Liability -\$1,000,000 – bodily injury each occurrence

\$1,000,000 – bodily injury aggregate

\$1,000,000 – property damage each occurrence

\$1,000,000 – property damage aggregate

Products – Completed Operations - \$1,000,000 – aggregate

Business Auto Liability – Same as Comprehensive General Liability

Excess or Umbrella Liability - \$1,000,000

Colleton County will be named as an “additional insured” party

G. SPECIAL PROVISIONS

(1) SECTION 101: STANDARD DRAWINGS:

The Bidders are hereby advised that this project shall be constructed using the 2013 Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at http://www.scdot.org/doing/sd_Disclaimer.aspx. . All drawings that are updated are labeled with their effective letting date in red.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers.

All references to Resident Construction Engineer (RCE) should be replaced with County Engineer

(2) SECTION 101: SUBSTANTIAL COMPLETION OF WORK

Section 101.3.76 is hereby replaced with the following:

101.3.76 Substantial Completion of Work

Substantial Completion of Work is the point in the project when work has been constructed to the typical section in the Plans over the entire length of the project including tie-ins, all pay items have been installed in reasonable conformance with the plans and specifications over the entire length of the project and all lanes of traffic are open to the public in their final configuration with the only remaining work to be performed being punch list items.

(3) SECTION 105: CONSTRUCTION STAKES, LINES AND GRADES:

Section 105.8.2 applies to this project.

(4) SECTION 106: QUALIFIED PRODUCT LISTINGS

All references to "Approval Sheet" or "Approval Policy" are to be replaced with "Qualified Products Listings (QPL)" and "Qualified Products Policies (QPP)" respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

- (5) SECTION 107: FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED:
Attention is directed to this Federal Legislation, which has been enacted into law. The contractor will be responsible for carrying out all of the provisions of this legislation, which may affect this contract.
- (6) SECTION 107: Disadvantaged Business Enterprise (DBE) PARTICIPATION:
The contractor should be in compliance with the State Set-Aside Law (South Carolina Code Section 12-28-2930):
- A minimum of five (5%) percent of this contract is set-aside for qualified and certified Disadvantaged Business Enterprises (DBE's); AND
 - A minimum of five (5%) percent of this contract is set-aside for qualified and certified Woman Business Enterprises (WBE's).

Listings of certified DBE/WBE Contractors can be found on the SCDOT website at Doing Business with SCDOT Contractor-Consultant/Prequalified Contractors (<http://www.scdot.org/doing/prequalified.shtml>) or Doing Business with SCDOT, Office of Business Development and Special Programs/DBE Directory (http://www.scdot.org/doing/dbe_listing.shtml). Contractors with DBE and WBE shown adjacent to the company name are prequalified with SCDOT.

The prime Contractor shall provide documentation and certification of DBE and WBE contract amounts including proof of final payment. DBE's and WBE's shall be indicated on the DBE Subcontractors Form provided.

If no certified DBE or WBE Contractors are available, the contractor shall verify and document this fact. Documentation shall include, but is not limited to: written records of efforts made to contact and/or negotiate prices with available DBE's or WBE's.

- (7) SECTION 107: CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS
By submission of this bid, the bidder as the prime contractor does hereby agree:
- a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
 - b. to provide the County with any documents required to establish such compliance upon request; and
 - c. to register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).
- (8) SECTION 107: COORDINATION OF UTILITY RELOCATION WORK WITH HIGHWAY CONSTRUCTION:
As it is not economically feasible to complete the rearrangement of all utility conflicts in advance of the highway construction, such rearrangements may be underway concurrently with construction.

It shall be the responsibility of the contractor to inspect the site for potential utility conflicts.

It is the responsibility of the Contractor to call Palmetto Utility Protection Service at **811** or **1-888-721-7877** three (3) days prior to work so that existing utilities can be properly marked

(9) SECTION 108: TOTAL CONTRACT TIME:

The total contract time for this project is 90 calendar days. Work on this project may commence with the Notice to Proceed.

(10) SECTION 108: FAILURE TO COMPLETE WORK ON TIME:

Add the following paragraph to the end of Subsection 108.9 of the SCDOT 2007 Standard Specifications for Highway Construction:

If the Contractor fails to substantially complete the work by the contract completion date, the Contractor is liable for liquidated damages. Liquidated damages will be assessed for each day beyond the contract completion date that work items are not completed. This includes all pay items with only punch list items remaining. Days to be charged for liquidated damages will not stop due to seasonal restrictions. The daily liquidated damages rate is determined from the following schedule. The date of substantial completion is determined by The County Engineer. The punch list must be completed within 30 days of the final inspection unless another time frame is agreed upon by the County Engineer and Contractor at the final inspection. Seasonal restrictions and temperatures may be considered for individual items. Failure to complete the punch list may result in The County Engineer charging liquidated damages at the specified rate for any punch list item remaining incomplete beyond 30 days. Liquidated damages will be applied daily until all items are complete. If a final inspection is held prior to the contract completion date, liquidated damages shall not be charged prior to the contract completion date for incomplete punch list items.

(11) SECTION 108: LIQUIDATED DAMAGES:

The Contractor is hereby advised that Section 108.09 is revised by deleting the table and replacing it with the following:

Schedule of Liquidated Damages for Each Day Overrun in Contract Time		
Original Contract Amount		Daily Charge
From More Than	To and Including	Calendar Day or Fixed Rate
\$0.00	\$100,000,000.00	\$500.00

(12) SECTION 108: TEMPORARY SUSPENSION OF WORK:

In addition to complying with Sub-section 108.7 of the Standard Specifications, the Contractor must abide by the following:

Once work on this project commences, the Contractor must not suspend work on the project without written permission from The County Engineer. In the event the Contractor suspends work without such approval, additional liquidated damages (at the rate specified for overruns in contract time) will be assessed for the unauthorized suspended work period.

(13) SECTION 108: CONSTRUCTION SCHEDULE:

No electronic CPM Schedule will be required for this contract. In lieu of the electronic CPM schedule, provide the following information to The County Engineer prior to the Notice to Proceed Date:

- Planned work start date
- Planned completion date
- Anticipated payments by pay application period

The County will use this information to account for the work and cash flow generated by this contract. Provide updates to this information in the event there is a significant change to the scope of work or an adjustment to the completion date. If contract progress falls behind, provide a recovery plan to The County Engineer no later than 15 days following the pay application period end date where progress lapsed. No payment or separate pay item is included for the provision of this information. Include any costs to provide this information in other items of work.

(14) SECTION 109: PAYMENT SCHEDULE

Subsection 109.7 of the SCDOT 2007 Standard Specifications for Highway Construction is replaced as follows:

Partial Payments will be made no more than once each month as the work progresses. The monthly partial payment periods end at the end of the day on the last day of each month. Pay applications are to be submitted to the County Engineer for review and approval. Upon approval, the County Engineer submits the pay application to the County Finance Department for processing. Payment processing is performed on a weekly basis.

(15) SECTION 109: RETAINAGE

The County reserves the right to withhold 10% retainage on all pay applications. Retainage withheld will be paid out on the final pay application following the completion of project and all punch list items addressed.

(16) SECTION 305: GRADED AGGREGATE BASE COURSE:

Granite Bases Course (CR-14) is to be used for this project. Gradation of base course is to meet the requirements set in the SCDOT Standard Specifications

(17) DIVISION 600: TRAFFIC CONTROL:

A predetermined Traffic Control Plan (TCP) shall be submitted seven (7) calendar days prior to the start of work. The TCP shall be submitted to Public Works for review and verification of conformance with Part VI (Temporary Traffic Control) of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The TCP shall address the type, size, and placement of signs, job location and personnel to be used.

- All traffic control devices and methods used shall conform to the Manual on Uniform Traffic Control De-vices (MUTCD), latest edition.
- Contractor to provide sufficient number of flagmen and take all necessary precautions for the protection of the work area and safety of the public. When not in visual contact, flaggers shall be equipped with two-way radios to facilitate the safe flow of traffic through the construction zone.
- Signs shall be new or in like-new condition. Signs that become faded, illegible, or damaged shall be replaced as directed by the Engineer.
- On projects where traffic is detoured around the work area, Contractor shall place signing as shown by the TCP.
- On projects where traffic is to be maintained through the work area, the Contractor shall maintain one (1) lane traffic during work hours and two (2) lanes during non-work hours. Full closure with

- appropriate detour will be considered on a case by case basis only.
- F. Temporary traffic control devices shall be utilized throughout all construction operations.
 - G. All salvaged material and devices, i.e. TCP signs, etc., shall become the property of the Contractor.
 - H. Weeds, shrubbery, construction equipment or material, spoil, etc., shall not be allowed to obscure any traffic control device.
 - I. All personnel on the project site shall comply with Federal OSHA regulations. At a minimum, all personnel shall wear reflective safety vests within the work zone.
 - J. All lane closures and times shall be submitted by the Contractor in their Traffic Control Plan for approval by the Engineer.

(18) DIVISION 600: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:

The Contractor is advised that all work involving design or installation of traffic control devices, including but not limited to signs, pavement markings, elements of work zone traffic control, signals, etc., shall be in compliance with the FHWA's Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

(19) SECTION 714: SMOOTH WALL PIPE:

Replace SCDOT Supplemental Technical Specification SC-M-714 with the following:

DESCRIPTION: This work shall consist of installing new High-Density Polyethylene Pipe (HDPE) or new Reinforced Concrete Pipe (RCP) on a firm bed to the specified line and grade and cleaning the existing pipes as shown on the construction plans or as directed by the Engineer.

MATERIALS: Backfill shall comply with all applicable specifications of the most current SCDOT Standard Specifications for Highway Construction Section 714 unless otherwise instructed by the Engineer. Concrete Mix shall comply with all applicable specifications of the most current SCDOT Standard Specifications for Highway Construction Division 700 unless otherwise instructed by the Engineer. Pipe shall meet all SCDOT requirements.

EQUIPMENT: Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 714 in its entirety.

CONSTRUCTION: Pipe lengths and gradients shall be verified by the Contractor and shall be acceptable to the Engineer before installation. Upon completion, the pipes shall be cleaned and the material disposed of properly.

- A. **Excavation:** When a pipe is to be laid on existing ground, on or under fill, embankment shall be constructed to a height of at least 9 in but not more than 3 ft. above the proposed top of the pipe. The trench shall then be excavated to receive the pipe. The width of trench shall be sufficient to permit thorough tamping of the backfill under the haunches and around the pipe. This width shall be twice the outside diameter of the pipe or the outside diameter plus 18 in. on each side, whichever is less.
- B. **Bedding:** When rock is encountered, it shall be removed and replaced with a minimum 8 in. of selected backfill as directed by the Engineer. When unsuitable foundation material is encountered, it shall be removed and replaced with selected backfill for the full width of the trench as directed by the Engineer.
- C. **Installation:** Pipes shall be laid with hubs up grade. A single lay hole through the shell of the pipe will be permitted with an approved lifting device. The lay hole shall be cast in the pipe

during fabrication or cored without damaging any reinforcement. After installation, the lay hole shall be permanently sealed by filling with mortar, rubber plug, or other means approved by the Engineer. Wood plugs are prohibited.

- D. Joints: Joints shall be sealed with rubber type gaskets (circular pipe) or resilient type material (elliptical pipe) conforming to SCDOT specifications. Mortar joints are prohibited.
- E. Pipe Encasement: When specified in the Contract Documents or when directed by the Engineer, pipes shall be encased using Concrete as directed by the Engineer.
- F. Backfill: Earth for backfill shall be free from large lumps, clods, and rocks and shall be placed along the side of the pipe for the full width of the trench in layers not exceeding 6 inches uncompacted depth. Compaction shall conform to SCDOT standards. Each layer shall be compacted simultaneously on both sides of the pipe by means of an approved mechanical tamper. Special care shall be taken to compact the backfill thoroughly under the haunches of the pipe. This method of filling and compaction shall continue until the backfill is completed to a minimum height of 9 in. above the top of pipe. The Contractor shall protect all pipe from damage due to construction equipment or other vehicular traffic passing over the pipe. Backfill may be placed immediately after laying the pipe, provided that all joints have been sealed as specified.
- G. Removal of Existing Pipe Culverts: When specified by Public Works existing pipe culverts shall be removed and become the property of the Contractor. The Contractor is responsible for the haul-off of any demolished pipe and/or other demolition debris. Backfilling of trenches resulting from pipe removal shall comply with SCDOT specifications.

MEASUREMENT AND PAYMENT: The payment for all HDPE and RCP will be full compensation for all removal and disposal of the existing pipe, applicable excavation, sheeting, shoring, dewatering, hauling, invert paving, storing, re-handling of material, removal and disposal of excess and unsuitable material, tamped fill, forming bed or foundation, backfill, compaction and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Newly installed pipe will be measured complete in place and paid for at the Contract unit price per lineal foot.

Installed pipe will not be paid for until a satisfactory inspection of said pipe has been performed in accordance with the Construction Inspection as outlined herein.

CONSTRUCTION INSPECTION: Visually inspect 100% of pipe for fractures, cracks, spalling, chips, and breaks during all phases of the installation process. Inspect joints, including tongues and grooves. Chipped pipe ends that prevent the full bond between joint sealant/gasket and both pipes may only be installed in drainage structures at the ends of pipe runs where they will be grouted over. Inspect installed joints for missing, damaged, or improperly installed joint sealant or gasket. Verify line and grade in accordance with the frequencies detailed in the Construction Manual.

When improper installation or damage is noted during the construction inspection of the pipe, repairs must be made to the satisfaction of the Engineer. Additional inspections may be performed until confidence is restored that the installation has been performed in accordance with these specifications.

(20) SECTION 810: SEEDING:

The bidder is hereby notified that the Supplemental Technical Specification SC-M-810-2 (4/11) applies to this project. All references to "8100001 Permanent Vegetation" are hereby replaced with "8100101 Permanent Grassing for Small Projects."

- (21) SECTION 815: SEDIMENT & EROSION CONTROL SPECIFICATIONS DURING CONSTRUCTION:
In order to meet the requirements of National Pollution Discharge Elimination System (NPDES) regulations, the Contractor shall take necessary measures to insure all sediment is maintained on-site during construction. The Sediment and Erosion Control plan included in the construction drawings will be followed, redlined, and dated as items are installed and maintained. OCRM Best Management Practices (BMPs) will be implemented and adhered to by the Contractor and shall include, but not be limited to, the following:
1. At stream crossings, silt fence shall be placed beginning at the structure (bridge, culvert, or pipe) along the construction line on the shoulder to a minimum distance of 200 linear feet from the crossing. This distance may be extended farther from the stream crossing if conditions warrant and if it appears that there is further potential for sediment to escape the site and damage the stream. Silt fence shall be placed along both the inside and outside shoulders of the roadway.
 2. Additional silt fence shall be placed in areas outside of stream crossings if there appears to be any potential for sediment to escape the site and damage property.
 3. At stream crossings, median catch basins shall be protected by the appropriate inlet filter to prevent the entry of sediment into the pipe system.
 4. In locations, away from stream crossings, additional catch basins shall be protected by the appropriate inlet filter if there appears to be any potential for sediment to escape the site and to be deposited in adjacent drainage systems and/or outfalls.
 5. Any fill or cut slopes greater than five feet shall be stabilized with a temporary erosion control blanket.
 6. The Contractor may select suitable accepted alternates for protecting catch basins in lieu of wrapping with silt fence. Hay bales are not considered a suitable alternate.
- (22) SECTION 815: EROSION CONTROL MEASURES:
Refer to section 810.4.2 for the practice and implementation of erosion control measures beyond those specified in the Plans that will apply to this project.

H. BID FORMS

BID SUMMARY

BID FORM					
BID NUMBER:	CTC-10				
	Greenway Trail Project				
OPENING DATE & TIME:	March 15, 2017 @ 11:00				
OPENING LOCATION:	Capital Projects & Purchasing Dept.				
	113 Mable T. Willis Blvd.				
	Walterboro, SC 29488				
	Quantity	Unit	Unit Price	Total	
MOBALIZATION	1	LS	\$	\$	
CLEARING & GRUBBING*	1	LS	\$	\$	
MISC. MUCK & FILL AS REQUIRED BY ENGR	100	CY	\$	\$	
FINE GRADING**	1	LS	\$	\$	
6" GRADED AGGREGATE BASE COURSE	8600	SY	\$	\$	
EROSION CONTROL	1	LS	\$	\$	
CONSTRUCTION SIGNS - SCHEME C	152	SF	\$	\$	
CONTRACTOR'S GRAND TOTAL BID =				\$	
FIRM NAME: _____					
SIGNATURE: _____			TITLE: _____		
PRINT NAME: _____			DATE: _____		
<p>CLEARING & GRUBBING* - Line item to include clearing trees 5" and below in diameter and all underbrush on shoulder to daylight pathway to SC303 and trimming of the tree canopy that will over hang the trail. Clearing of all vegetation will also be required in this line item 50' on either side of a driveway or road crossing for sight distance. This line to also include a spraykill underbrush control application upon clearing and grubbing completion and six months after warranty begins to control vegetation growth.</p> <p>FINE GRADING** - Grade trail to drain with proper cross slope and remove 4" embankment stone prior to placement of the 6" GABC. Removed embankment stone to be retained by owner and hauled by contractor to trailhead at the intersection of SC 303 and Folly Creek Ln. Embankment stone removal and hauling cost to be included in this line item.</p>					
<p><u>By signing this Bid Form, the BIDDER acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required products and/or services.</u></p>					

REFERENCE FORM

CTC-10 GREENWAY TRAIL PROJECT

REFERENCE FORM

(Please use this form or similar copy)

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name, phone, fax number, and email address of a similar job completed

- 1.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____

- 2.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____

- 3.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____

- 4.) Name of Project Owner: _____
Brief Description Including Location _____

Completed Dollar Amount: \$ _____ Date Completed: _____
Contact Person's Name: _____
Contact Phone: (_____) _____ - _____ Contact Fax: (_____) _____ - _____
Contact E-mail: _____

SUBCONTRACTOR FORM

CTC-10 GREENWAY TRAIL PROJECT

SUBCONTRACTOR FORM

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

DBE SUBCONTRACTOR FORM

CTC-10 GREENWAY TRAIL PROJECT

DBE SUBCONTRACTOR FORM

DBE Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Subcontractor Name: _____

Address: _____

Description of Work to be Performed: _____

Dollar Value of Subcontractor's Work: \$ _____ Percentage of Contract Value: _____

Total Dollar Value of Contract: \$ _____

Total Dollar Value of DBE Subcontract Work: \$ _____

DBE Percent of Contract Value: _____

The Contractor hereby commits to subcontract portions of the work to DBE subcontractors as indicated above or approved substitute DBE subcontractors.

CONTRACTOR: _____ DATE: _____

SIGNED: _____ TITLE: _____

CERTIFICATE OF FAMILIARITY

CTC-10 GREENWAY TRAIL PROJECT

CAPITAL PROJECTS & PURCHASING DEPARTMENT CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him/her with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offerer or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

MINORITY BUSINESS: Are you a minority business?

▶ Yes ___ (___ Women-owned / ___ Disadvantaged) *If yes, please submit a copy of your certificate with your response.*

▶ No _____

Mailing Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Fax Number

REMITTANCE ADDRESS

Company Name

Authorized Signature (As registered with the IRS)

Address

E-Mail Address

City, State, Zip

Fax Number

Telephone Number

Toll Free Number

Federal Tax ID Number

Sales Tax Number

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

I. PROJECT INFORMATION

CONSTRUCTION DRAWINGS

