



**Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.782.0504**

**BID: CTC-20
2021 DIRT ROAD ROCKING PROJECT**

Due: Tuesday, March 30, 2021 @ 11:00am

EMAIL YOUR RESPONSE TO:

Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org

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A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests bids from qualified licensed contractors for the rocking of approximately 12.3 miles of County maintained dirt roads throughout Colleton County.

To be considered responsive, responders must use the Bid Form included in the specifications. 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.

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 its entirety offers received because of this request is deemed to be in the best interest of the County to do so.

Questions regarding this solicitation must be submitted via email to ***Carla Harvey, County Engineer at charvey@colletoncounty.org*** no later than **11:00 am on Tuesday, March 23, 2021**. Answers to all questions will be posted on the County website as addendums to this bid.

B. SCOPE OF SERVICES

The project consists of rocking of approximately 12.3 miles of County maintained dirt roads throughout Colleton County. The project is comprised of 18 roadways. At each location, the road is to be fine graded to ensure proper cross-slopes. Driveway pipes as well as cross-line pipes are to be replaced as specified in the plans. Once the drainage has been improved, an approved rock base material (one that meets SCDOT spec) will be placed and compacted. Road widths and cross-slopes vary and are specified on the plans.

Driveways will be rocked to the ROW line (50" ROW typical). The width of the driveway is to be 12' unless existing is wider then match existing. Grass will be used on the shoulders of the roadway where the existing road is wider than the proposed rock surface as noted.

Utilities may be present along certain roads. It will be the responsibility of the contractor for coordination with the local utility providers and for making the necessary relocations. All road work is to be performed within the existing right-of-way of the road.

This contract is a unit price contract. Quantities and distances provided are estimates only. It is the responsibility of the bidder to take all measurements to determine the quantities needed to meet the scope of services listed.

The contractor will have 120 days to complete the project from the issuance of Notice to Proceed.

C. INSTRUCTIONS TO CONTRACTOR

1. The submittal must include **one (1)** BID response along with a completed **W-9 form**. The individual signing the response must be an Agent legally authorized to bind the company. To be considered responsive, responders must use the Bid Form included in the specifications.
2. **All bids are due by 11:00am on Tuesday, March 30, 2021. Responses must be submitted via email to Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org.**

3. It is the contractor's sole responsibility to ensure that solicitation responses, amendments thereto or withdrawal requests are submitted by the scheduled due date and time.
4. The contractor must 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. RESPONSE FORM: All responses shall be printed in ink or typewritten. If required, additional pages may be attached. Bids written in pencil will be disqualified.
6. Subject to the terms, conditions, provisions, and the enclosed specifications, responses to this solicitation will be received via email until the stated date and time. Responses received after the scheduled due date and time will be rejected. Bids must be submitted via email to Kaye B. Syfrett, Procurement Manager at ksyfrett@colletoncounty.org.
7. This solicitation does not commit Colleton County to award a contract, to pay any costs incurred in the preparation of BID 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 is deemed to be in the best interest of the County to do so.

A written "No Response" qualifies as a response; however, it is the responsibility of the Contractor 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 total bid submitted on the Bid Form with final approval by County Council. Colleton County reserves the right to reject any or all bids, and to award a most advantageous contract, and in the best interest of the County and its partners.

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 before the scheduled due date and time.
2. RESPONDENTS QUALIFICATION: The County reserves the right to request satisfactory evidence of their ability to furnish services per the terms and conditions listed herein. The County further reserves the right to make the final determination as to the Contractor's ability to provide said services.
3. RESPONSE WITHDRAWAL: Any responses may be withdrawn before 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 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 Instructions to Contractor, 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 90 calendar days.
7. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful contractor will be held responsible, therefore. Deviations must be explained in detail on a 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 a 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 bid, the contractor 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 or the United States Federal Government.
10. DEFAULT: In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent solicitation response of the defaulting Contractor will be considered in future BID's, 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 bids. Colleton County also reserves the right to seek clarifications, to negotiate with any firm submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
12. CANCELLATION: If 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 BID in their entirety except as amended or superseded within. This ordinance can be found at <https://www.municode.com/library/sc/colletoncounty/codes/codeofordinances> 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 just cause for rejection. 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 Contractor 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 contractor 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) 782-0504. Copies of all correspondence concerning this solicitation or resulting agreement shall be sent to the Purchasing Department, 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 Contractor, or if at any time the County shall believe and shall so certify in writing that work has been abandoned or delayed by the Contractor, the County may annul the contract or any part thereof if the Contractor fails to resolve the matter within thirty (30) days of written notice.
2. CONTRACTOR'S COOPERATION: The Contractor shall maintain regular communications with the Project Manager and shall actively cooperate in all matters of this contract.
3. RESPONSIBILITY: The Contractor 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 Contractor hereby expressly agrees to indemnify and hold the County harmless against 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:

The Contractor 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, contractor, or corporation directly or indirectly employed by the Contractor, 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 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 Contractor's employees and any person, directly or indirectly employed by the Firm (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, the Firm shall promptly defend any aforementioned action.

The prescribed limits of insurance set forth herein shall not limit the extent of the Contractor'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 FIRM. Failure to comply with this section may result in your request for a proposal to be deemed non-responsive.

6. **FORCE MAJEURE:** The Contractor 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 Contractor. 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 Contractor 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.
7. **ARBITRATION:** Under no circumstances and with no exception will Colleton County act as arbitrator between the Contractor and any sub-contractor.
8. **PUBLICITY RELEASES:** The Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The Contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County Administrator. Concerning 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 Contractor 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.
9. **GOVERNING LAWS:** Any agreement arising from this solicitation shall be governed by the laws of the State of South Carolina and any 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.
10. **ASSIGNMENT:** The Contractor 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 Contractor shall not assign any money due or to become due to him under the said agreement without the prior written consent of the County.
11. **AFFIRMATIVE ACTION:** The successful Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees,

without regard or discrimination because of race, color, religion, sex, national origin, or physical handicap.

12. FAILURE TO DELIVER GOODS PER TERMS & CONDITIONS: In case of failure to deliver goods per 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.

13. TERMINATION OF CONTRACT:

1. 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 Contractor.
 - a. Termination for Convenience: If 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 Contractor 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 Contractor only for those services rendered before the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
2. 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 Contractor, the contract shall become null and void on the last day of the fiscal year for which appropriations were received.

14. BONDS: Bid (5% of bid amount), Payment, and Performance Bonds are required for this BID.

15. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County according to this contract shall belong exclusively to the County.

16. 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 RFB

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 & SPECIFICATIONS

This project is to be constructed under the South Carolina Department of Transportation's Specifications for Highway Construction Edition of 2007, the South Carolina Department of Transportation's 2004 Construction Manual, and the Supplemental Technical Specifications in effect at the time of the letting, and the following Special Provisions.

DEFINITION AND TERMS

The project Owner is COLLETON COUNTY. In the specifications where the terms “SCDOT” or “Department” or other like terms are used to describe the facility Owner, it shall be interpreted as meaning Colleton County, as appropriate.

Add “Notice-to-Proceed” to Section 101 as follows:

Notice-to-Proceed. A written notice to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor may start to perform obligations under the Contract Documents.

It is the intentions of the owner to have the Contractor begin work on this project as soon as practical. The owner anticipates that an award and contract will be issued within two weeks after bids are received. The owner will require that the completed contract, bonds, insurance and other information required by the contract shall be completed within two weeks after bids are received.

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

See attached Supplemental Specification dated **May 4, 2009**.

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.

Substantial Completion for this project must be within 120 days of NTP.

STANDARD DRAWINGS

The Bidders are hereby advised that this project shall be constructed using the latest 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.shtml. All drawings that are updated are labeled with their effective letting date in red.

The Standard Drawings are available to purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is in Room G-19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

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 or assigned engineering agent.

CONSTRUCTION STAKES, LINES AND GRADES

Stakes, Lines, and Grades shall be provided by the Contractor as necessary.

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.

SOUTH CAROLINA MINING ACT

See Attached Supplemental Specification Dated **March 20, 2003**.

This Supplemental Specification is hereby modified as follows:

Paragraph 9 is hereby deleted and replaced with the following:

The deputy secretary for engineering, or his duly appointed representative, will make a final inspection of the reclaimed area and keep a permanent record of his approval thereof. A map or sketch providing the location and approximate acreage of each pit used on the project will be provided to the engineer for inclusion in the final plans.

The last paragraph is hereby deleted and replaced with the following:

The contractor shall comply with the provisions of the plan that are applicable to the project as determined by the engineer. Seeding or other work necessary to comply with the plan on pits furnished by the contractor shall be at the expense of the contractor. Seeding shall be in accordance with SC-M-810 (latest version) which can be found at http://scdot.org/doing/sup_tech_specs.shtml.

DBE PARTICIPATION

The contractor should be following 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/dbelisting.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.

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.

MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS

The contractor shall supply the Engineer with all required materials certifications and manufacturers test reports for items to be permanently incorporated into the project, prior to their use. The County must approve these certifications and reports before payment can be made to the contractor for these items.

RETAINAGE

The County shall retain ten (10) percent of the amount of each payment until completion and acceptance of all work covered by the Contract Documents. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the County are valid reasons for non-completion, the County may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

PAYMENT SCHEDULE

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.

REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS

Contractors are encouraged to co-operate with the news media since all projects are constructed with public funds. Because the scope of this project will cause disruption of normal traffic flow, the Contractor is required to notify the public, in a timely manner, of disruptive activities such as lane closures. No roadway can be closed to traffic without an approved detour plan.

The Contractor is required to utilize area media to accomplish public notification of traffic disruptions. The Contractor is required to deal directly with the news media and all reasonable efforts should be made to co-operate with the media. However, the safety, security and construction schedule on site should not be disrupted in order to accomplish this. The Contractor may coordinate these activities with and receive guidance from the Engineer.

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 SCDOT with any documents required to establish such compliance upon request; and
- c. to register and participate and require agreement from subcontractors and 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).

CONSTRUCTION SCHEDULE

The successful Contractor shall, prior to commencement of work, submit to the County a schedule showing the order in which he proposes to carry on the Work indicating the periods during which he will perform work on each roadway. The County reserves the right to determine priority of schedule items, but unless modified by the parties, in writing, the successful Bidder shall have sole Responsibility for following and coordinating its schedule.

PROSECUTION OF THE ROAD IMPROVEMENT WORK

It is the County's intentions that work on this contract be performed in a sequential manner. Once a construction activity has started on a road, the Contractor will continue this activity until it is complete before moving to another road. In the event the Contractor elects to use multiple crews on this project, work may proceed on more than one area. However, in no case will construction activities be initiated on more area than the number of work crews engaged in the work without the approval of the Engineer.

CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME

Any extensions of these completion dates will adhere to Section 108.6 of the Standard Specifications.

FAILURE TO COMPLETE THE WORK ON TIME

Delete Section 108.9 in its entirety and substitute the following in its place:

Owner and Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the work is not substantially complete in accordance with the time(s) specified herein. They also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the work is not completed on time.

Accordingly, instead of requiring such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner **\$500.00 per day** for each calendar day past the contract specified interim and final completion dates.

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 (1-888-721-7877) three (3) days prior to work so that existing utilities can be properly marked.

ROADWAYS TO BE INCLUDED IN THIS PROJECT

Colleton County, due to budget considerations or any other reason, reserves the right to adjust the amount of work to be performed on this project. Projects (complete roads) may be added or deleted only at the discretion of the County. The Contractor shall, by signing this request for bids, agree to adjust, as indicated by the County, the lengths or quantities of roadways and corresponding pay items to be performed, at the times and locations determined to be beneficial to the County.

MAINTENANCE OF TRAFFIC

Roadways must be open to traffic at all times. Should a roadway require temporary closure, approval must be given by the County Engineer and all public safety agencies be notified in advance.

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 following the FHWA's Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The latest edition is defined as the edition that the Traffic Engineering Division of SCDOT recognizes as having been officially adopted (Engineering Directive, Memorandum 19) at the time the project is let, unless stated otherwise in the Special Provisions.

A suggested permanent construction sign schedule has been included. It shall be the responsibility of the contractor to verify the correctness and mark the location of all signs.

TRAFFIC CONTROL

The Contractor shall execute the item of Traffic Control as required by the Standard Specifications, the plans, the Standard Drawings for Road Construction, these special provisions, all supplemental specifications, the MUTCD, and the Engineer. This is an amendment to the Standard Specifications to require the following:

LUMP SUM BID ITEMS

It is predetermined that all lump sum bid items shall be applied equally among all roads, unless otherwise stated. This will apply to pay estimates as well deletion or addition of a road should one be deleted or added.

GRADED AGGREGATE BASE COURSE

Only one type of Graded Aggregate Base Course is to be selected. Gradation of selected base course is to meet the requirements set in the SCDOT Standard Specifications. This bid line item is to include material, hauling, placement, and compaction.

H. FORMS



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2021 DIRT ROAD ROCKING PROJECT
ADDENDA ACKNOWLEDGMENT

The contractor has examined and carefully studied the Request for Bid and the following Addenda, receipt of all of which is hereby acknowledged:

<i>Amendment No.</i>	<i>Issue Date</i>

The Contractor must acknowledge any issued addenda. Bids that fail to acknowledge the contractor's receipt of any addendum will result in the rejection of the offer if the addendum contained information that substantively changes the Owner's requirements or pricing.

INDEMNIFICATION

The contractor will indemnify and hold harmless the Owner, Colleton County and their agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work provided that any such claims, damages, loss, or expense are attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Firm, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any claims against the Owner, Colleton County or any of their agents and/or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Contractor under the Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Firm under this paragraph shall not extend to the liability of Colleton County or its agents and/or employees arising out of the reports, surveys, Change Orders, designs or Technical Specifications.

Contractor: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

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



BID: CTC-20
2021 DIRT ROAD ROCKING PROJECT
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, contractor 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 outlined 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-owner/* ____ *Disadvantaged*) *if yes, please submit a copy of your certificate with your response.*

▶ **No** ____

DEBARMENT

The Contractor 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 or the United States Federal Government.

A Registered Contractor with SAM's yes no

Cage Code. _____

DUN's No. _____

Contractor: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

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



COLLETON COUNTY
SOUTH CAROLINA

BID: CTC-20

**2021 DIRT ROAD ROCKING PROJECT
CONTRACTOR'S CERTIFICATION**

Contractor: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone Number: _____

Authorized Signature: _____

Print name: _____

Title: _____

Federal Tax ID number: _____

Sales Tax number: _____

Email: _____

(Please print)

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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: _____

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

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: _____

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BID: CTC-20
2021 DIRT ROAD ROCKING PROJECT

Contractor _____ Date _____

Signature _____ Title _____

Email Address _____
 (Please print clearly)

	Quantity	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
FINE GRADING	1	LS	\$	\$
GRADED AGGR BASE COURSE – 6” UNIFORM	45470	TON	\$	\$
MAINTENANCE STONE	500	TON	\$	\$
BORROW EXCAVATION	500	CY	\$	\$
MUCK EXCAVATION	150	CY	\$	\$
15” RC PIPE CULVERT – CLASS III	128	LF	\$	\$
18” RC PIPE CULVERT – CLASS III	144	LF	\$	\$
24” RC PIPE CULVERT – CLASS III	32	LF	\$	\$
36” RC PIPE CULVERT – CLASS III	64	LF	\$	\$
48” RC PIPE CULVERT – CLASS III	32	LF	\$	\$
PERMAMENT GRASSING	1.30	ACRE	\$	\$

CONTRACTOR'S TOTAL BID = \$ _____

By signing this Bid Form, the CONTRACTOR 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.

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

I. STRIP MAPS

Road Name: Presidential Court, Cabinet Way, Pennsylvania Lane

Total Length: 0.55 Miles

From Route: Jacksonboro Road (S-15-40)

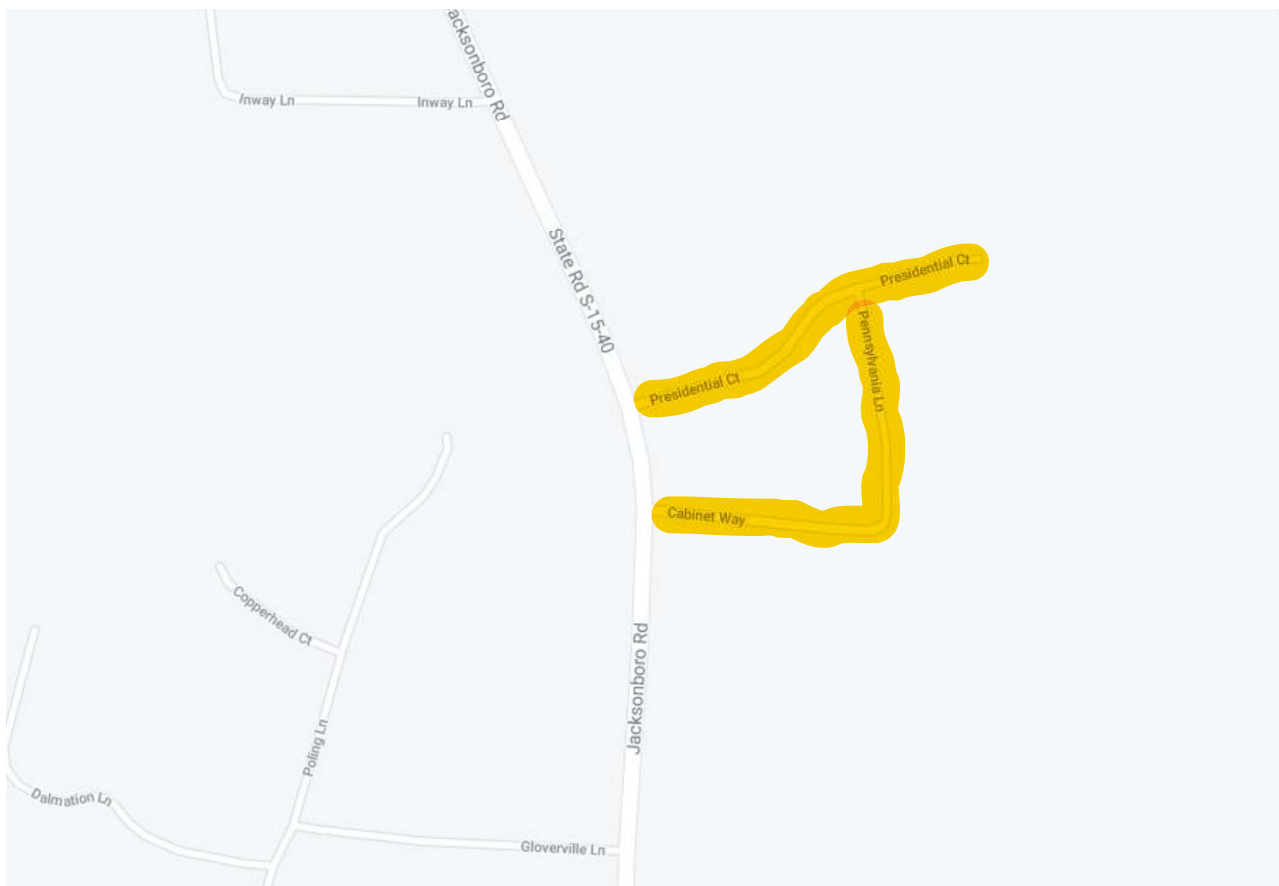
To Route: Terminus

Overall Width: Varies Ex. Travel Width: Varies Proposed Travel Width: 20'

Pay Item #	Pay Item	Quantity	Unit
1031000	MOBILIZATION	1	LS
2031203	FINE GRADING	1	LS
3050104	GRADED AGGR.BASE COURSE - 6"UNIFORM	2130	TN
8100101	PERM. GRASSING	1.3	AC

Special Construction Notes:

- Existing roadway is wider than proposed. Shoulders and ditches to be grassed to define new roadway section.



Road Name: Bailey Farm Road

Total Length: 0.78 Miles

From Route: Rehoboth Road (S-15-651)

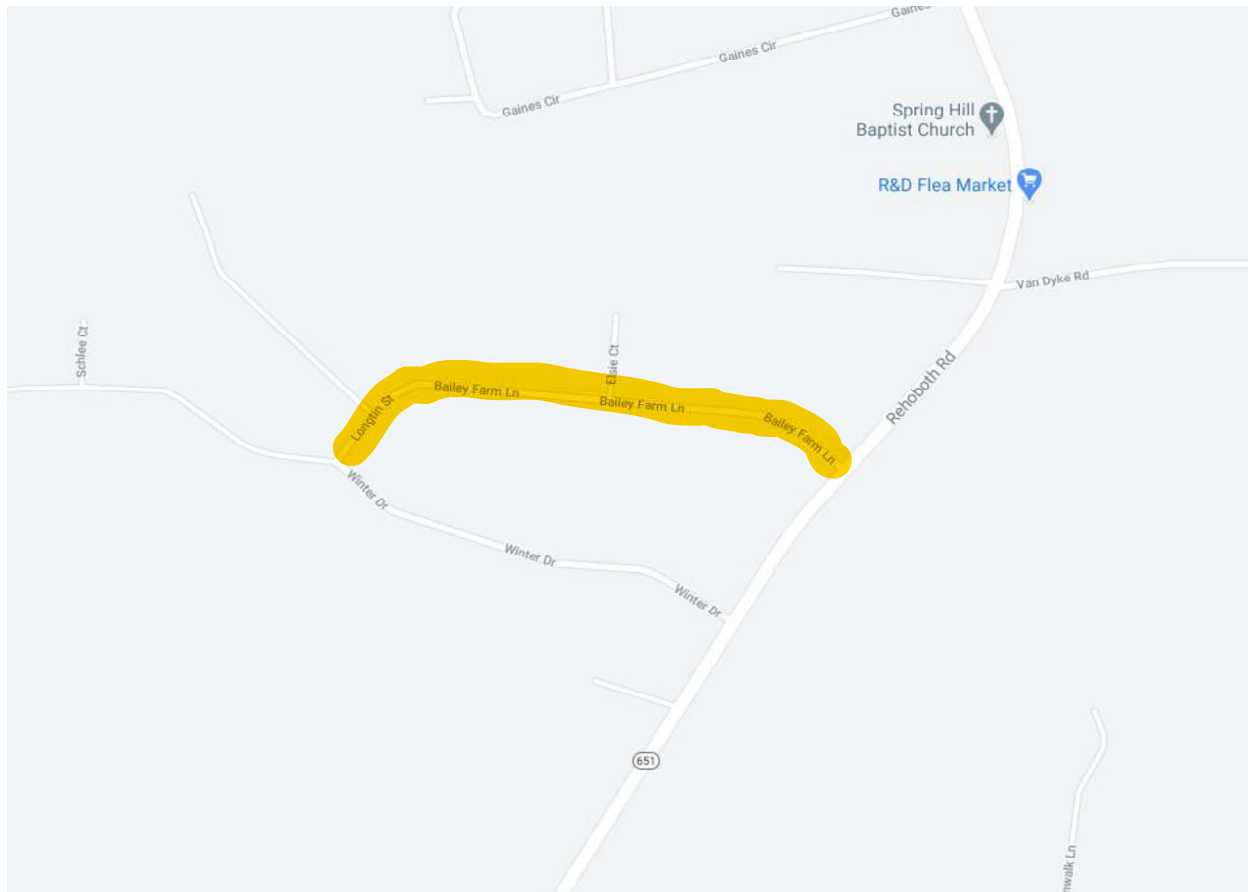
To Route: Winter Drive (County)

Overall Width: Varies Ex. Travel Width: Varies Proposed Travel Width: 18'-20'

Pay Item #	Pay Item	Quantity	Unit
1031000	MOBILIZATION	1	LS
2031203	FINE GRADING	1	LS
3050104	GRADED AGGR.BASE COURSE - 6"UNIFORM	3020	TN
7141112	15" RC PIPE CUL.-CLASS III	48	LF

Special Construction Notes:

- Existing roadway is narrow in sections. Add rock top of ditch to top of ditch (width varies).
- Replace two cross-line pipes at marked locations.



Road Name: Addison Road

Total Length: 1.67 Miles

From Route: Rehoboth Road (S-15-651)

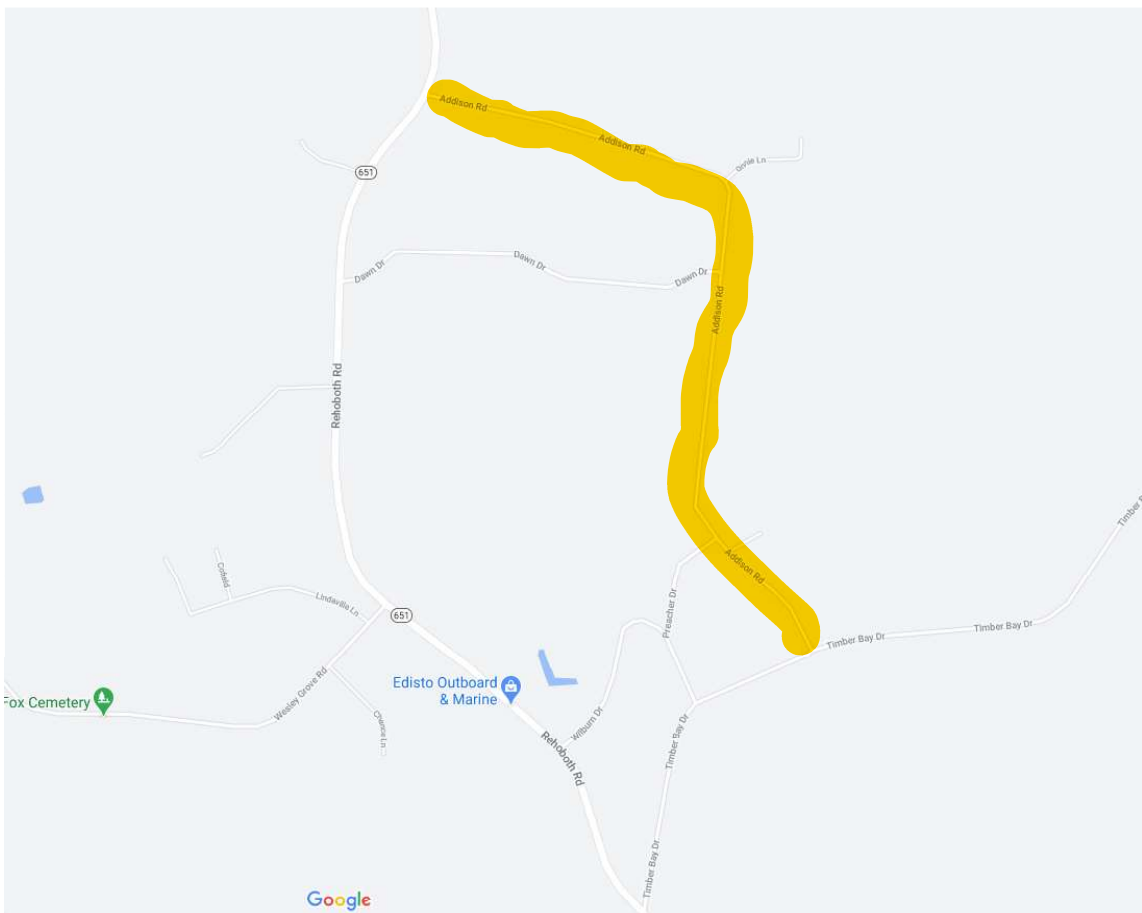
To Route: Timber Bay Drive (S-15-243)

Overall Width: Varies Ex. Travel Width: Varies Proposed Travel Width: 20'

Pay Item #	Pay Item	Quantity	Unit
1031000	MOBILIZATION	1	LS
2031203	FINE GRADING	1	LS
3050104	GRADED AGGR.BASE COURSE - 6"UNIFORM	3525	TN
7141112	15" RC PIPE CUL.-CLASS III	128	LF

Special Construction Notes:

- Existing roadway width is representative of proposed roadway width.
- Replace four cross-line pipes at marked locations.



Road Name: Depot Road and Hamwalk Lane

Total Length: 0.80 Miles

From Route: Depot Road (County)

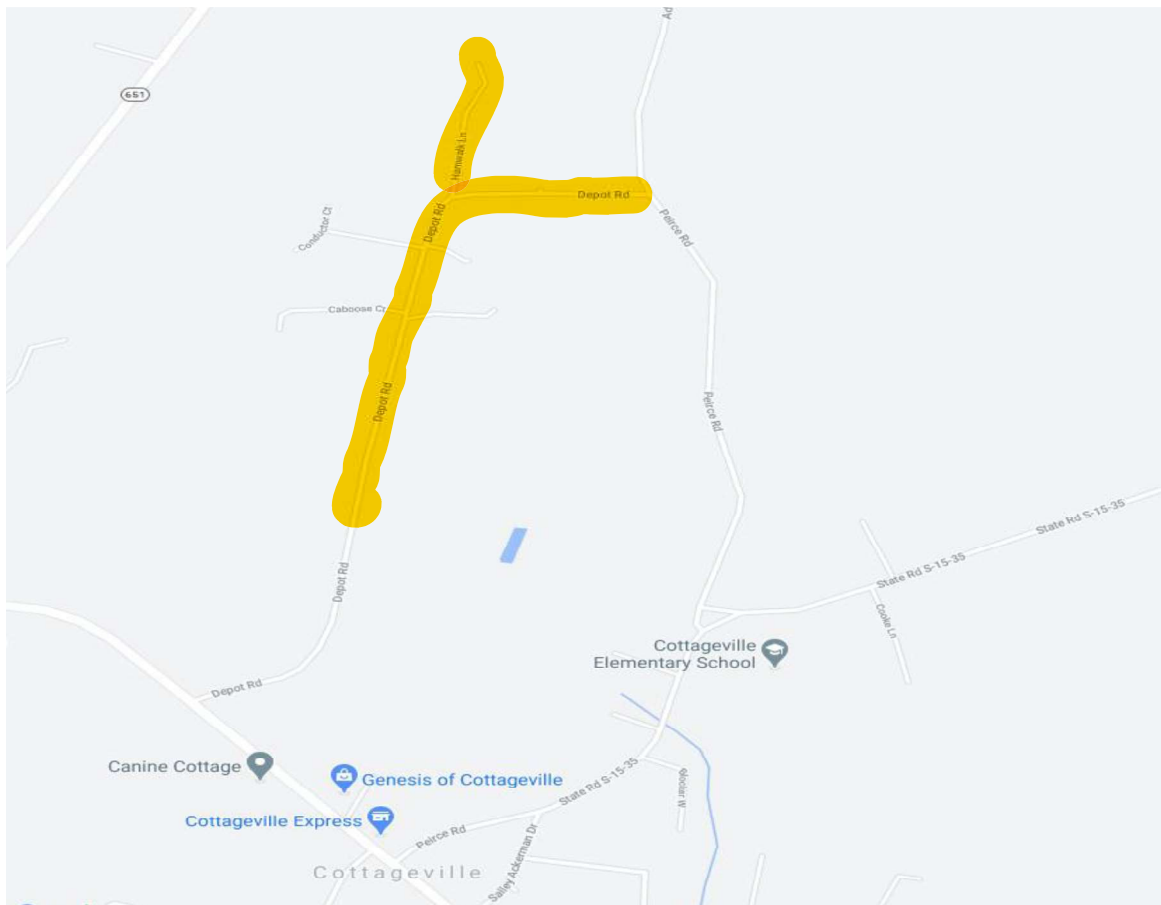
To Route: Adams Road (County)

Overall Width: Varies Ex. Travel Width: Varies Proposed Travel Width: 18'-20'

Pay Item #	Pay Item	Quantity	Unit
1031000	MOBILIZATION	1	LS
2031203	FINE GRADING	1	LS
3050104	GRADED AGGR.BASE COURSE - 6"UNIFORM	3110	TN

Special Construction Notes:

- Existing roadway is narrow in sections. Add rock top of ditch to top of ditch (width varies).



Road Name: Shiloh Loop

Total Length: 3.11 Miles

From Route: Lowcountry Hwy (US21)

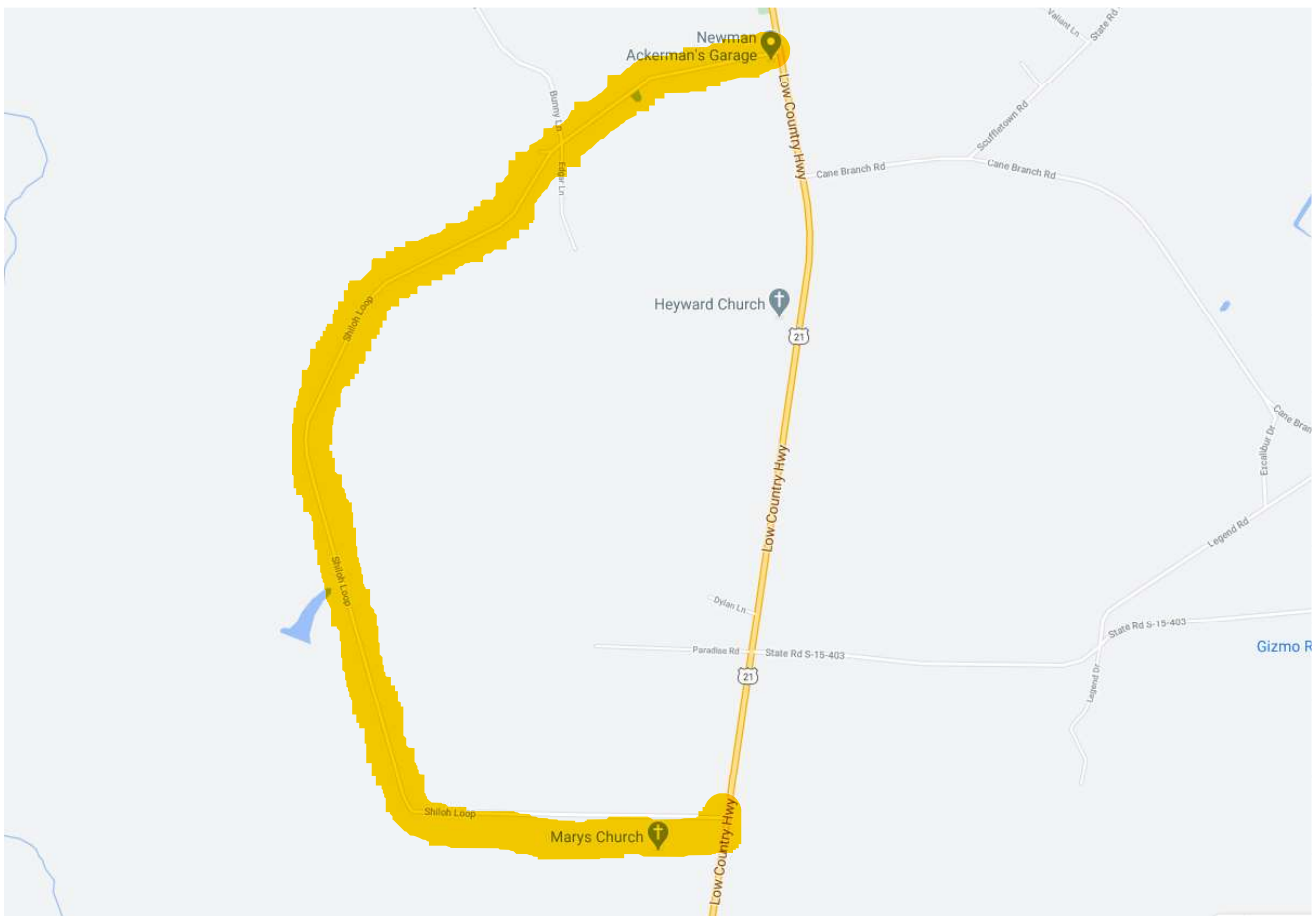
To Route: Lowcountry Hwy (US21)

Overall Width: Varies Ex. Travel Width: Varies Proposed Travel Width: 18' – 20'

Pay Item #	Pay Item	Quantity	Unit
1031000	MOBILIZATION	1	LS
2031203	FINE GRADING	1	LS
3050104	GRADED AGGR.BASE COURSE - 6"UNIFORM	12045	TN
7141113	18" RC PIPE CUL.-CLASS III	32	LF
7141114	24" RC PIPE CUL.-CLASS III	32	LF
7141116	36" RC PIPE CUL.-CLASS III	64	LF
7141117	48" RC PIPE CUL.-CLASS III	32	LF

Special Construction Notes:

- Existing roadway width is representative of proposed roadway width.
- Replace five cross-line pipes at marked locations.



Road Name: Clover Hill Road

Total Length: 2.82 Miles

From Route: Clover Hill Road (S-15-436)

To Route: Ace Basin Pkwy (US17)

Overall Width: Varies Ex. Travel Width: Varies Proposed Travel Width: 18' – 20'

Pay Item #	Pay Item	Quantity	Unit
1031000	MOBILIZATION	1	LS
2031203	FINE GRADING	1	LS
3050104	GRADED AGGR.BASE COURSE - 6"UNIFORM	10920	TN
7141113	18" RC PIPE CUL.-CLASS III	40	LF

Special Construction Notes:

- Existing roadway is narrow in sections. Add rock top of ditch to top of ditch (width varies).
- Replace two cross-line pipes at marked locations.



Road Name: Candlelight Road, Bushy Drive, Branch Hollow Drive, Gunter Street

Total Length: 1.00 Mile

From Route: Burlington Road (S-15-456)

To Route: Koger Road (S-15-825)

Overall Width: Varies Ex. Travel Width: Varies Proposed Travel Width: 18' – 20'

Pay Item #	Pay Item	Quantity	Unit
1031000	MOBILIZATION	1	LS
2031203	FINE GRADING	1	LS
3050104	GRADED AGGR.BASE COURSE - 6"UNIFORM	3900	TN
7141113	18" RC PIPE CUL.-CLASS III	32	LF

Special Construction Notes:

- Existing roadway width is representative of proposed roadway width.
- Replace one cross-line pipes at marked location.



Road Name: Cox Street, Ramsey Hill Drive, Nimitz Avenue, Ward Street

Total Length: 1.01 Miles

From Route: Sidneys Road (S-15-21)

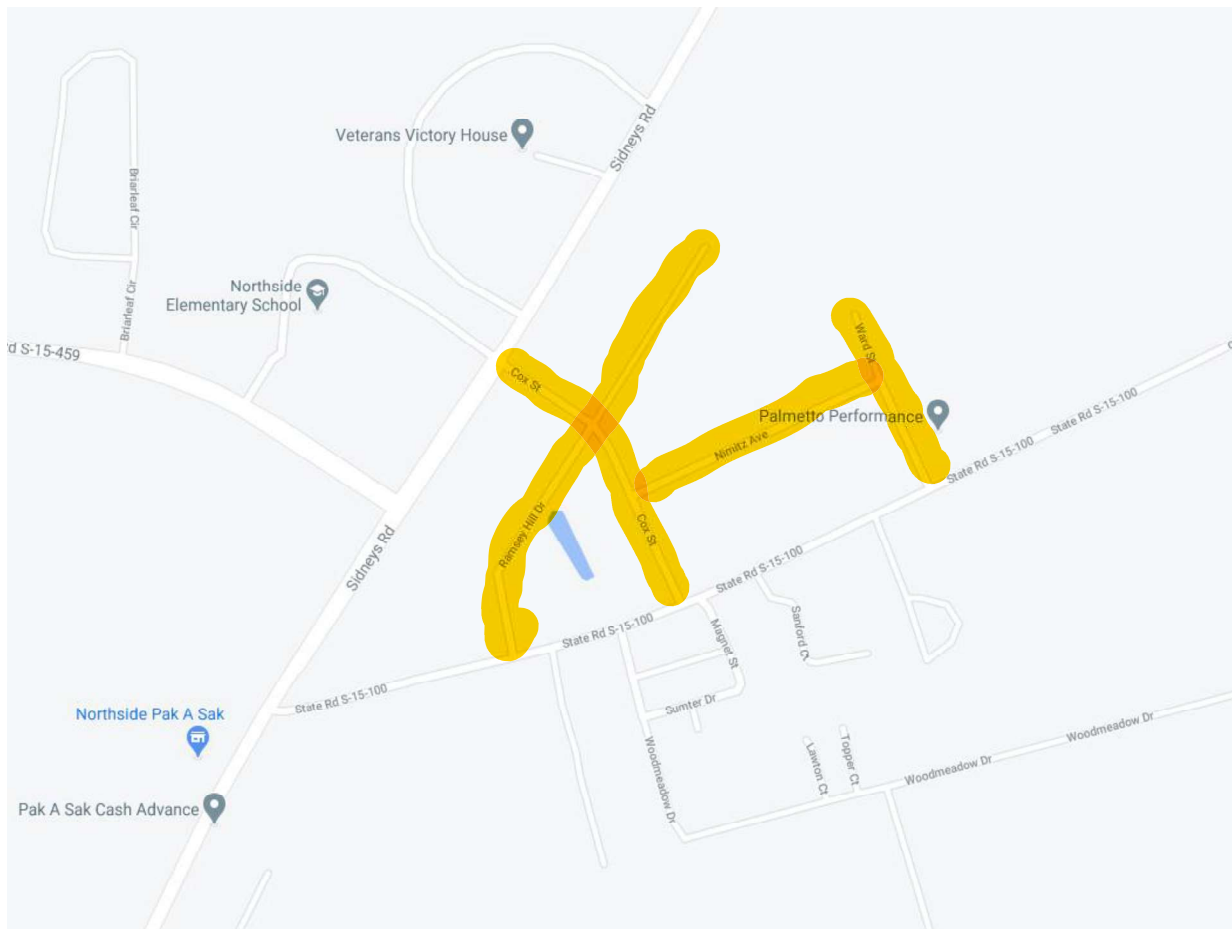
To Route: Chestnut Road (S-15-100)

Overall Width: Varies Ex. Travel Width: Varies Proposed Travel Width: 20'

Pay Item #	Pay Item	Quantity	Unit
1031000	MOBILIZATION	1	LS
2031203	FINE GRADING	1	LS
3050104	GRADED AGGR.BASE COURSE - 6"UNIFORM	4650	TN
7141113	18" RC PIPE CUL.-CLASS III	40	LF

Special Construction Notes:

- Existing roadway width is representative of proposed roadway width.
- Replace one cross-line pipes at marked location.



Road Name: Pulis Road

Total Length: 0.56 Miles

From Route: Harbour Court (County)

To Route: Honey Drive (County)

Overall Width: Varies Ex. Travel Width: Varies Proposed Travel Width: 20'

Pay Item #	Pay Item	Quantity	Unit
1031000	MOBILIZATION	1	LS
2031203	FINE GRADING	1	LS
3050104	GRADED AGGR.BASE COURSE - 6"UNIFORM	2170	TN

Special Construction Notes:

- Existing roadway width is representative of proposed roadway width.

