



**COLLETON COUNTY**  
**SOUTH CAROLINA**  
**Purchasing Department**  
**113 Mable T. Willis Blvd.**  
**Walterboro, SC 29488**  
**843.782.0504**

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**BID: CTC-28**  
**FY25 LOCAL and STATE ROAD RESURFACING PROJECT**

**Due: Thursday, December 12, 2024 @ 11:00 am**

**EMAIL YOUR RESPONSE TO:**

**Kaye B. Syfrett, Procurement Manager at [ksyfrett@colletoncounty.org](mailto:ksyfrett@colletoncounty.org)**

## Table of Contents

|  |    |
|--|----|
| A. OVERVIEW.....                             | 3  |
| B. SCOPE OF SERVICES.....                    | 3  |
| C. INSTRUCTIONS TO CONTRACTOR.....           | 3  |
| D. SELECTION CRITERIA .....                  | 4  |
| E. SPECIFIC TERMS AND CONDITIONS.....        | 5  |
| F. GENERAL CONTRACTUAL REQUIREMENTS .....    | 6  |
| G. SPECIAL PROVISIONS & SPECIFICATIONS ..... | 9  |
| H. FORMS.....                                | 15 |
| I. BID DRAWINGS.....                         | 22 |

## A. OVERVIEW

Colleton County, South Carolina (the "**County**") requests bids from qualified, licensed contractors to resurface approximately 6.30 miles of SCDOT and County roads throughout the County. A major roadway in the solicitation is S-15-24 (Mt. Carmel Road), which extends from the I-95 overpass to Wolfe Creek Road (S-15-89), approximately 3.70 miles.

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 Contractor's name, address, and the solicitation name and number.

This solicitation does not commit Colleton County to award a contract, pay any costs incurred in preparing bids submitted, or procure or contract for the services. The County reserves the right to accept, reject, or cancel offers received in part or their entirety because this request is deemed in the County's best interest to do so.

Questions regarding this solicitation must be submitted via email to **Carla Harvey, County Engineer, at [charvey@colletoncounty.org](mailto:charvey@colletoncounty.org)**, no later than **11:00 am on Thursday, December 5, 2024**. Answers to all questions will be posted on the County website as addendums to this bid.

## B. SCOPE OF SERVICES

The project consists of resurfacing approximately 6.30 miles of SCDOT and County roads throughout the County. It is comprised of 8 roads. Typically, each road will be patched, milled, resurfaced, and striped as specified in the plans. Road widths vary and are specified on the plans. Roadways must be open to traffic at all times.

Utilities may be present along certain roads. The contractor will coordinate with the local utility providers and make the necessary relocations. All road work is to be performed within the existing right-of-way of the road and construction easements.

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

The contractor will have 180 days to complete the project from issuing the 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 **11:00 am on Thursday, December 12, 2024**. Responses must be submitted via email to **Kaye B. Syfrett, Procurement Manager, at [ksyfrett@colletoncounty.org](mailto:ksyfrett@colletoncounty.org)**.

3. The contractor's sole responsibility is to ensure that solicitation responses, amendments to it, or withdrawal requests are submitted by the scheduled due date and time.
4. The contractor must mark as "Confidential" each part of their response that they consider 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.
5. The contractor 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 Contractor shall submit with his/her bid a Bid Bond with a suitable 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 as a percentage of the Bid price or in dollars and cents.
7. The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of the 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 commence upon the County's completion and acceptance of the total contract. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the agreement as awarded. The cost of the 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 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](mailto:ksyfrett@colletoncounty.org).
9. This solicitation does not commit Colleton County to award a contract, pay any costs incurred in preparing bids submitted, or procure or contract for the services. The County reserves the right to accept, reject, or cancel offers received in part or their entirety because this request is deemed in the County's best interest to do so.

**A written "No Response" qualifies as a response; however, it is the Contractor's responsibility 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 the 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, cancel or withdraw this solicitation, and 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. 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 a charge be assessed, no subsequent solicitation response of the defaulting Contractor 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 resubmit 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 for this request of bids shall prove just cause for rejection. However, Colleton County reserves the right to decide, on a case-by-case basis, 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, 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 to 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 - \$100,000 for 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.*

*The owner intends 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 180 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](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.

### **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 have 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.

### **CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING**

The contractor shall provide construction quality control and quality assurance testing for this project, except for MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS as required by the provision included below.

### **MANUFACTURER'S MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS**

The contractor shall supply the Engineer with all required materials certifications and manufacturer 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 every week.

#### **REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS**

Contractors are encouraged to cooperate with the news media since all projects are constructed with public funds. Because the scope of this project will disrupt normal traffic flow, the Contractor is required to promptly notify the public 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 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 the priority of scheduled items, but unless modified by the parties in writing, the successful Bidder shall have sole responsibility for following and coordinating its schedule.

#### **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.

#### **ROADWAYS TO BE INCLUDED IN THIS PROJECT**

The 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 are 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), the 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.

#### **HOT MIX ASPHALT**

All driveways will be paved to the right of way line or to a distance needed to safely transition from the final riding surface to the existing paved driveway surface as approved by the County Engineer.

**TESTING**

The contractor will be responsible for all quality control and testing. Roller patterns, daily plant test reports, and other tests required by SCDOT will be required on HMA. Proof roll testing on subgrade and base course will be accepted in lieu of compaction testing.

**ASPHALT BINDER ADJUSTMENT INDEX**

For this project the Basic Bituminous Material Index will be determined on the first calendar day of the month in which this project is let. The index and adjustment table will be available on the internet at [http://www.scdot.org/doing/constructionletting\\_monthlyindex.aspx](http://www.scdot.org/doing/constructionletting_monthlyindex.aspx).

**WARRANTY**

The Contractor agrees to a one-year warranty against defects, failures etc. caused by materials and workmanship, beginning on the date of final acceptance of punch list.

**MILLED MATERIAL**

The contractor is hereby allowed to retain up to 35% of the milled material for recycling. The remaining milled material will be retained by the County and delivered to Colleton Public Works, 113 Mable T. Willis Blvd., Walterboro, SC 29488. Coordinate delivery with Ms. Carla Harvey, County Engineer, 843-782-3104.

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## H. BID FORMS



**BID: CTC-28**

### **LOCAL & STATE ROAD RESURFACING 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:

| <b><i>Amendment No.</i></b> | <b><i>Issue Date</i></b> |
|-----------------------------|--------------------------|
|                             |                          |
|                             |                          |
|                             |                          |
|                             |                          |

***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 Contractor 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**



**LOCAL & STATE ROAD RESURFACING  
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-28**  
**LOCAL & STATE ROAD RESURFACING**  
**CONTRACTOR'S CERTIFICATION**

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Print name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_  
(Please print)

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

**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: \_\_\_\_\_

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

**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: \_\_\_\_\_

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



COLLETON COUNTY  
SOUTH CAROLINA

**BID: CTC-28**  
**LOCAL & STATE ROAD RESURFACING**  
**BID FORM**

**Contractor** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

**Email Address** \_\_\_\_\_  
(Please print clearly)

| ITEM NO.                     | DESCRIPTION   | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE |
|------------------------------|---|------|----------|------------|-------------|
| 1031000                      | Mobilization  | LS   | 1        |            |             |
| 1032010                      | Bonds & Insurance   | LS   | 1        |            |             |
| 1050800                      | Construction Stakes, Lines, & Grades                            | LS   | 1        |            |             |
| 1071000                      | Traffic Control   | LS   | 1        |            |             |
| 2033000                      | Borrow Excavation   | CY   | 720      |            |             |
| 2035100                      | Excavation for Shoulder Paving                                  | STA  | 395      |            |             |
| 2072000                      | Hauling of Excavated Shoulder                                   | STA  | 395      |            |             |
| 3069900                      | Maintenance Stone   | TON  | 150      |            |             |
| 3100310                      | H/M Asphalt Base Course – Type A                                | TON  | 1310     |            |             |
| 4011004                      | Liquid Asphalt Binder PG64-22                                   | TON  | 845      |            |             |
| 4012060                      | Full Depth HMA Patching 6" Uniform                              | SY   | 1090     |            |             |
| 4013990                      | Mill Existing Asphalt Pavement – Variable                       | SY   | 575      |            |             |
| 4019000                      | Milled In Rumble Strip  | MI   | 7.42     |            |             |
| 4020320                      | H/M Asphalt Intermediate Course – Type B                        | TON  | 5145     |            |             |
| 4030320                      | H/M Asphalt Surface Course Type B                               | TON  | 5595     |            |             |
| 4030340                      | H/M Asphalt Surface Course Type C                               | TON  | 3275     |            |             |
| 6051120                      | Permanent Construction Signs (Ground Mounted)                   | SF   | 248      |            |             |
| 6250010                      | 4" White Solid Lines (Pavement Edge Lines) Fast Dry Paint       | LF   | 78355    |            |             |
| 6250025                      | 24" White Solid Lines (Stop) Fast Dry Paint                     | LF   | 88       |            |             |
| 6250105                      | 4" Yellow Broken Line (Gaps Excl.) Fast Dry Paint               | LF   | 7840     |            |             |
| 6250110                      | 4" Yellow Solid Line (No Passing Zone) Fast Dry Paint           | LF   | 68560    |            |             |
| 6271010                      | 4" White Solid Lines (Pavement Edge Lines) Thermoplastic-90 mil | LF   | 39180    |            |             |
| 6271025                      | 24" White Solid Lines (Stop/Diag Lines) Thermoplastic-125 mil   | LF   | 114      |            |             |
| 6271064                      | 4" Yellow Broken Line (Gaps Excl.) Thermoplastic-90 mil         | LF   | 3920     |            |             |
| 6271074                      | 4" Yellow Solid Line (No Passing Zone) Thermoplastic-90 mil     | LF   | 34280    |            |             |
| 6300005                      | Permanent Clear Pavement Markers Bi-Dir.-4"x4"                  | EA   | 250      |            |             |
| 8100001                      | Permanent Vegetation  | MSY  | 13.10    |            |             |
| <b>Total Bid Resurfacing</b> |   |      |          |            |             |

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

# I. BID DRAWINGS

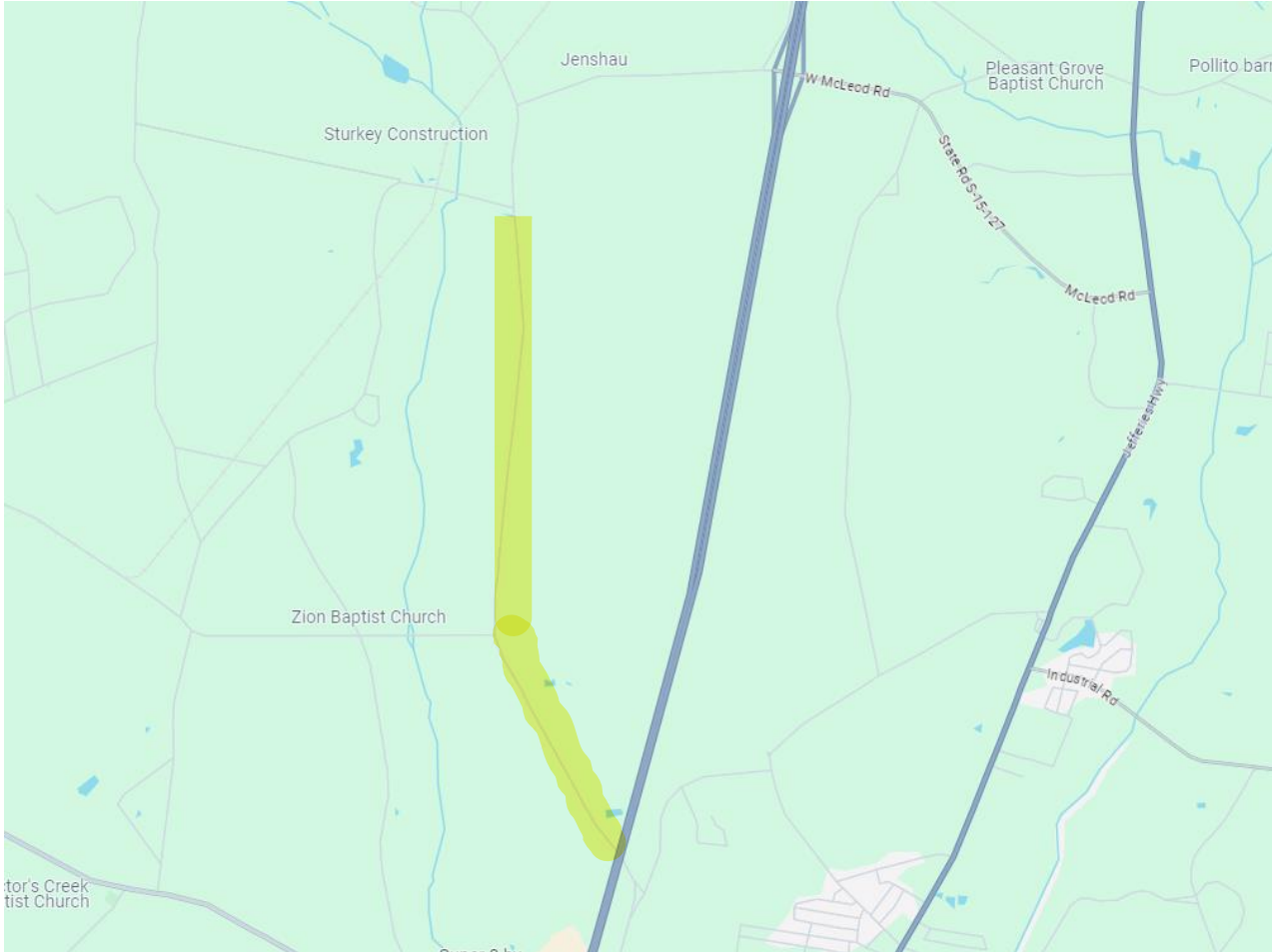
(See Next Page)

**Road Name:** Mount Carmel Road S-15-24  
**Start:** I-95 Overpass (MP 0.98)  
**Stop:** Wolfe Creek Road S-15-89 (MP 4.69)  
**Road Length in Miles:** 3.71  
**Original Width in feet:** 20'    **Widen Left:** 2'    **Widen Right:** 2'    **Final Width:** 24'

| ITEM #  | DESCRIPTION   | UNIT | QUANTITY |
|---------|---|------|----------|
| 2033000 | Borrow Excavation   | CY   | 720      |
| 2035100 | Excavation for Shoulder Paving                                  | STA  | 395      |
| 2072000 | Hauling of Excavated Shoulder                                   | STA  | 395      |
| 3069900 | Maintenance Stone   | TON  | 150      |
| 3100310 | H/M Asph. Base Course – Type A                                  | TON  | 1310     |
| 4011004 | Liquid Asphalt Binder PG64-22                                   | TON  | 620      |
| 4012060 | Full Depth HMA Patching 6" Uniform                              | SY   | 1010     |
| 4013990 | Mill Exist. Asphalt Pvmt – Variable                             | SY   | 525      |
| 4019000 | Milled In Ruble Strip   | MI   | 7.42     |
| 4020320 | H/M Asph. Intermediate Course – Type B                          | TON  | 5145     |
| 4030320 | H/M Asph. Surf. Course – Type B                                 | TON  | 5595     |
| 4037220 | Driveway Paving Surface Type C                                  | TON  | 500      |
| 6021120 | Permanent Construction Signs (Ground Mounted)                   | SF   | 200      |
| 6250010 | 4" White Solid Lines (Pavement Edge Lines) Fast Dry Paint       | LF   | 78355    |
| 6250025 | 24" White Solid Lines (Stop) Fast Dry Paint                     | LF   | 88       |
| 6250105 | 4" Yellow Broken Line (Gaps Excl.) Fast Dry Paint               | LF   | 7840     |
| 6250110 | 4" Yellow Solid Line (Pavement Edge Lines) Fast Dry Paint       | LF   | 68560    |
| 6271010 | 4" White Solid Lines (Pavement Edge Lines) Thermoplastic-90 mil | LF   | 39180    |
| 6271025 | 24" White Solid Lines (Stop/Diag Lines) Thermoplastic-125 mil   | LF   | 44       |
| 6271064 | 4" Yellow Broken Line (Gaps Excl.) Thermoplastic-90 mil         | LF   | 3920     |
| 6271074 | 4" Yellow Solid Line (No Passing Zone) Thermoplastic-90 mil     | LF   | 34280    |
| 6301005 | Permanent Yellow Pavement Markers Bi-Dir.-4"x4"                 | EA   | 250      |
| 8100001 | Permanent Vegetation  | MSY  | 13.10    |

Notes: Variable milling will be used at roadway termini, intersection tie-ins, and across the culvert crossing. Asphalt surface quantities include quantities for intersections and driveway tie-ins. There are two intersections and approximately 90 driveways. The permanent construction signs are for 4 Scheme E's and 4 Scheme C's.

County: Colleton  
Town: North of Walterboro  
Road Name: Mount Carmel Road  
Length: 3.71 Miles

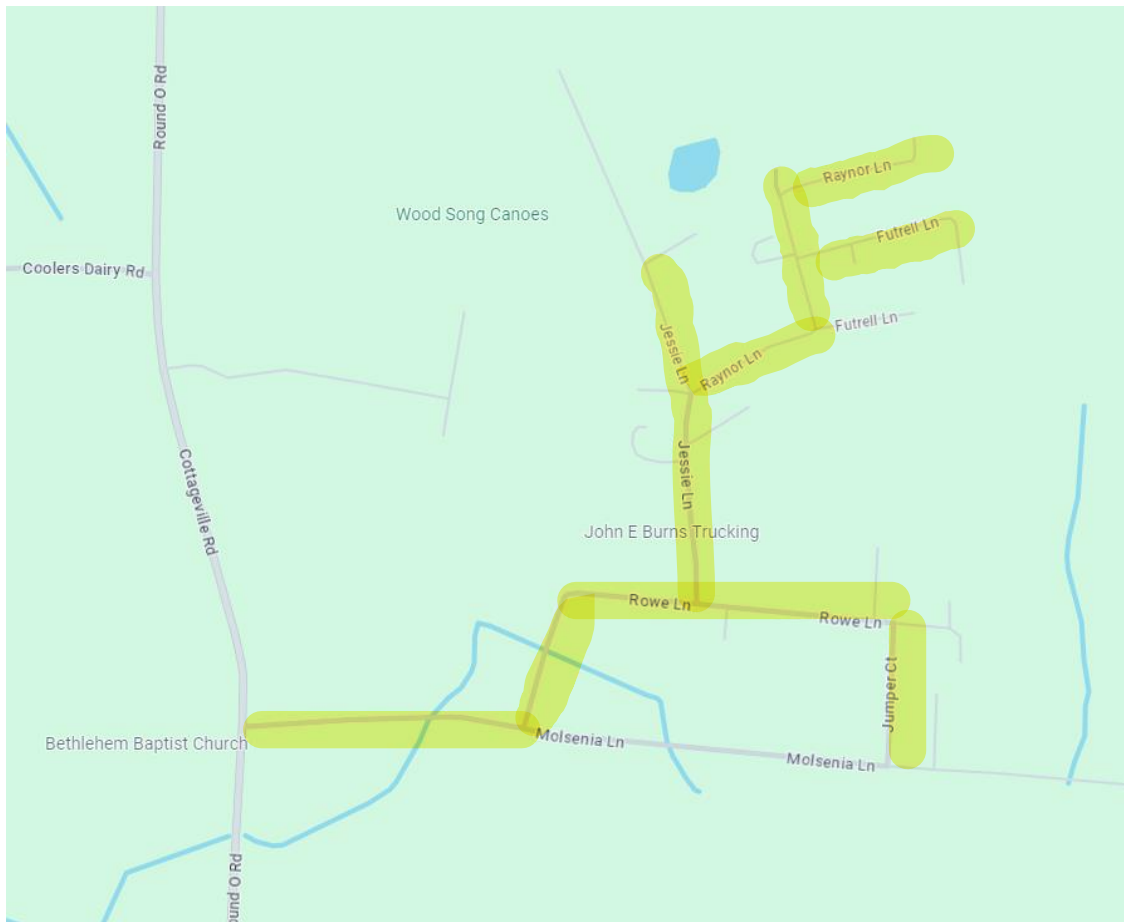




**Subdivision:** Molsenia Suidivision  
**Road Names:** Molsenia Lane, Rowe Lane, Jumper Court, Jessie Lane, Raynor Lane, and Futrell Lane  
**Road Length in Miles:** 2.35  
**Width in feet:** 18'

| ITEM #  | DESCRIPTION   | UNIT | QUANTITY |
|---------|---|------|----------|
| 4011004 | Liquid Asphalt Binder PG64-22                                 | TON  | 200      |
| 4012060 | Full Depth HMA Patching 6" Uniform                            | SY   | 60       |
| 4013015 | Mill Existing Asphalt Pavement (1.5" Uniform)                 | SY   | 25       |
| 4030340 | H/M Asphalt Surface Course Type C (200 lbs./sy)               | TON  | 2500     |
| 6271025 | 24" White Solid Lines (Stop/Diag Lines) Thermoplastic-125 mil | LF   | 60       |

Notes: Variable milling will be used at roadway termini, intersection tie-ins, and across the culvert crossing. Asphalt surface quantities include quantities for intersections and driveway tie-ins. There is one intersection and no driveways. The permanent construction signs are for 2 Scheme E's.



**Road Name:** Depot Road  
**Start:** Adams Road (Local)  
**Stop:** Hamwalk Lane (Local)  
**Road Length in Miles:** 0.25  
**Width in feet:** 18'

| ITEM #  | DESCRIPTION   | UNIT | QUANTITY |
|---------|---|------|----------|
| 4011004 | Liquid Asphalt Binder PG64-22                                 | TON  | 21       |
| 4012060 | Full Depth HMA Patching 6" Uniform                            | SY   | 20       |
| 4013015 | Mill Existing Asphalt Pavement (1.5" Uniform)                 | SY   | 25       |
| 4030340 | H/M Asphalt Surface Course Type C (200 lbs./sy)               | TON  | 275      |
| 6271025 | 24" White Solid Lines (Stop/Diag Lines) Thermoplastic-125 mil | LF   | 10       |

Notes: Variable milling will be used at roadway termini, intersection tie-ins, and across the culvert crossing. Asphalt surface quantities include quantities for intersections and driveway tie-ins. There is one intersection and no driveways. Temporary construction signs are to be used as necessary.

