



Georgetown County, South Carolina

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ADDENDUM #1 TO BID #22-011

BID NUMBER: 22-011

ISSUE DATE: Tuesday, March 1, 2022

OPENING DATE: Wednesday, March 9, 2022

OPENING TIME: 3:00 PM (ET)

Pre-Bid Site Inspection: [Independent-On Own]

PROCUREMENT FOR: CTC Emulsified Asphalt Pavement Sealing Projects

This addendum will amend **Bid #22-011, CTC Emulsified Asphalt Pavement Sealing Projects** originally issued on Wednesday, February 16, 2022. This clarification is being provided to all known and registered correspondents in response to questions received. All addenda and original bid documents are also available online at: www.gtcounty.org, select "Bid Opportunities" from the Quick Links section.

Question 1: What is the Condition assessment inspection shown on line 1 on the bid sheet?

Response: That line item is not needed. Please use the revised mandatory bid submittal form attached.

Question 2: Are there any DBE Or minority quotas required in this bid?

Response: No.

Question 3: Is the rate of application 3.7 per SY Correct? This is from our supplier. The specs call for 3.7 Gal per SY which is a lot more than the manufacturer's recommendation.

Response: Yes, the 3.7 Gal/SY is the correct application rate for a medium surface road condition.



MANDATORY BID SUBMITTAL FORM – REVISED 3/1/2022

Bid #22-011

CTC Emulsified Asphalt Pavement Sealing Projects

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understand and accept all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting bid: _____

2. UNIT PRICING

CTC PROJECT # GC - 26				
Meadow St; Savannah St; Cooper Ln; Wateree Tr				
LINE ITEM	UNIT	ESTIMATED QUANTITY	CONTRACTOR UNIT PRICE	CONTRACTOR TOTAL
Mobilization	LS	1		
Aggregate blended Mineral and Fiber Reinforced Asphalt Emulsion “Sealer” application – <u>Medium Road Application</u>	SY	9,430		
<i>**NOTE – installed sealer rates shall include accounting for protective and environmental measures i.e. tar paper/masking/any authorizations</i>				
Hot Rubberized crack sealant	LF	100		
SCDOT Surface Course Type C Spec Hot Mix Asphalt	Tons	5		
Pot Hole Repair	SY	5		
Resident Notification(per road)	EA	4		
Traffic Control – Low volume road – in accordance with MUTCD 6c temporary traffic control elements	EA	1		
<i>**NOTE: A low volume road would be approximately 400ADT or less</i>				
24” Stop Bar – ThermoPlastic	EA	10		
Raised Pavement Markers – Bi-Directional - Yellow	EA	53		

PROJECT TOTAL	
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CTC PROJECT # GC - 27				
Buck Dr; Deer Run Ave; Doe Ln; Fawn Ln				
LINE ITEM	UNIT	ESTIMATED QUANTITY	CONTRACTOR UNIT PRICE	CONTRACTOR TOTAL
Mobilization	LS	1		
Aggregate blended Mineral and Fiber Reinforced Asphalt Emulsion "Sealer" application – <u>Medium Road Application</u>	SY	16,150		
<i>**NOTE – installed sealer rates shall include accounting for protective and environmental measures i.e. tar paper/masking/any authorizations</i>				
Hot Rubberized crack sealant	LF	200		
SCDOT Surface Course Type C Spec Hot Mix Asphalt	Tons	10		
Pot Hole Repair – 2" Patch	SY	40		
Resident Notification(per road)	EA	4		
Traffic Control – Low volume road – in accordance with MUTCD 6c temporary traffic control elements	EA	1		
<i>**NOTE: A low volume road would be approximately 400ADT or less</i>				
24" Stop Bar – Thermo-Plastic	EA	5		
Raised Pavement Markers – Bi-Directional - Yellow	EA	90		

PROJECT TOTAL	
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3. TOTALS:

a) **CTC PROJECT # GC – 26** Meadow St; Savannah St; Cooper Ln; Wateree Tr.
Project Total: \$_____

a) **CTC PROJECT # GC – 27** Buck Dr; Deer Run Ave; Doe Ln; Fawn Ln
Project Total: \$_____

c) **COMPLETE TOTAL COST OF 2 PROJECTS:**
\$_____

4. For additional work authorized after signing the Contract, the amount of overhead and the amount of profit to be added to base costs of labor and materials shall be (15%) total for

overhead and profit on work performed by the Contractor's own forces and (10%) total on work by Subcontractors.

5. COMPLETION DATE: Contractor must complete all work within 90 days from the notice to proceed.
6. LIQUIDATED DAMAGES: A schedule will be determined with the Owner and the awarded Contractor(s). Liquidated damages will be set at \$300 per day for the Contractor's failure to meet the agreed upon construction schedule.
7. The undersigned affirms that in making such Bid, neither he /she nor any company that they may represent, nor anyone in behalf of him / her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to maintain the prices of said work, or any compact to prevent any other Bidder or Bidders from Bidding on said Contract or work and further affirms that such bid is made without regard or reference to any other Bidder or Proposer and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such Bidding in any way or manner whatsoever.
8. The undersigned, when notified of the acceptance of this Bid, does hereby agree to enter into a Contract with the Owner within fourteen (14) calendar days from the date of the Notice of Award, for the execution of the work described within the period of time allocated, and he / she shall give a Performance Bond and Payment Bond, with good and sufficient surety.
9. The undersigned further agrees that if awarded the Contract he /she will commence the work within the date of the Notice of Award and that he / she will complete the work in accordance with the Completion date set forth in the Bidding and Contract Documents or such amended date as may be granted. If the undersigned fails to complete the work as provided in the aforementioned schedule, then and in that event, he / she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as provided for herein and retain that sum for failure of the undersigned to complete this Contract on or before the expiration of the period shown in the completion schedule.
10. The undersigned agrees that the Owner's damages caused by delay are not capable of being established and would be difficult to measure accurately and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.
11. In submitting this Bid, it is understood that the right is reserved by the Owner to waive any informality or irregularity in any Bid or Bid guaranty, to reject any and all Bids, to re-Bid, to award or refrain from awarding a contract for the work and to

negotiate with the apparent qualified low responsive Bidder to such extent as may be beneficial to the Owner.

12. The undersigned attaches hereto certified Bid Bond in the sum five percent (5%) of the total base bid payable to Georgetown County, as required in the Request for Bids, and the undersigned agrees that in case he / she fails within fourteen (14) calendar days after Notice of Award of the Contract to him /her to enter into the Contract in writing and furnish the required Payment and Performance Bonds, with surety or sureties to be approved by Owner, and insurance policies or endorsements, the Owner may, as its option, determine that the undersigned has abandoned his / her rights and interest in such Bid and the County has the right to make a claim against the bid bond.
13. A Bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his / her own employment policies and practices as well as those of his / her proposed prime contractor, subcontractors and consultants as the Owner may require.
14. The Bidder shall furnish similar statements executed by each of his / her prime contractor, first-tier and second-tier subcontractors and consultants whose contracts equal Ten Thousand Dollars (\$10,000.00) or more and shall obtain similar compliance by such prime contractor, subcontractors and consultants before awarding such contracts. No prime contractor or subcontract shall be awarded to any non-complying prime contractor and/or subcontractor.
15. It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the date of Final Acceptance, unless otherwise specified.
16. The undersigned affirms that he / she has completed all of the blank spaces in the Bid Form, and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the lowest figure quoted shall take precedence and govern when determining final costs or award of the Contract.
17. The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of South Carolina were used in the preparation of this "Bid Form".
18. **REQUIRED FORMS:** There are specific forms required to be completed and submitted as part of the response to this Invitation for Bids (IFB). The omission, whether inadvertent or not, of any one or more of these forms may cause the Bidder's response to be disqualified. The following forms identified as Exhibits to this IFB, shall be included in the response:

☐ Mandatory Bid Submittal Form

- ☐ Exceptions Page
- ☐ Addendum Acknowledgement (If Issued)
- ☐ Bid Bond (in the amount of 5% of total base bid)

19. Project Mgr/NTP Contact Address: _____

20. Project Mgr/NTP Contact Person: _____

21. Telephone Number: _____ Fax Number : _____

22. E-Mail address: _____

23. Remittance Address: _____

24. Accounting Contact: _____

25. Telephone Number: _____ Fax Number: _____

26. E-Mail address: _____

27. List a minimum of three (3) Customer References in the fields below, preferably Government/Commercial:

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	

E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary Fax:	
E-Mail Address:	
Brief Explanation of Relationship:	

28. Suspension and Debarment

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

29. If the bid is accepted, any resulting Contract, Insurance, W-9 Form, and Bonds must be executed within fourteen (14) days after receipt of written notice of formal award of Contract.

30. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

☐ Yes

☐ No

31. Acceptance of Invitation for Bid Content: The contents of the successful IFB/IFB are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

32. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by Georgetown County and appropriation of the necessary money to fund said contract for each succeeding year.

33. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

☐ Yes

☐ No

34. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

35. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 22-011 were received.

36. MINORITY PARTICIPATION [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

☐ Yes

☐ No

(b) Is the bidder a Minority Business certified by another governmental entity?

☐ Yes

☐ No

If so, please list the certifying governmental entity: _____

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

☐ Yes

☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____
%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

☐ Yes

☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?
_____ %

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

☐ Traditional minority

☐ Traditional minority, but female

☐ Women (Caucasian females)

☐ Hispanic minorities

☐ DOT referral (Traditional minority)

☐ DOT referral (Caucasian female)

☐ Temporary certification

☐ SBA 8 (a) certification referral

☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

37. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

38.

INFORMATION ONLY:

☐ Our company accepts VISA government procurement cards.

If yes, list any upcharge for P-Card Payment? _____

☐ Our company does not accept VISA government procurement cards.

39. Printed Name of person binding bid _____

40. Signature (X)_____

41. Date: _____



ADDENDUM ACKNOWLEDGEMENT

BID #22-011 CTC Emulsified Asphalt Pavement Sealing Projects Mandatory Submittal Form

To be returned with the final proposal submission to Georgetown County.

COMPANY NAME: _____

- ☒ Addendum #1 Received Date: _____ Initialed By: _____
- ☐ Addendum #2 Received Date: _____ Initialed By: _____
- ☐ Addendum #3 Received Date: _____ Initialed By: _____
- ☐ Addendum #4 Received Date: _____ Initialed By: _____
- ☐ Addendum #5 Received Date: _____ Initialed By: _____
- ☐ Addendum #6 Received Date: _____ Initialed By: _____