

County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641
Post Office Box 421270, Georgetown, SC 29442-4200
(843)545-3083 · Fax (843)545-3500 · purch@gtcounty.org

INVITATION FOR BID (IFB)

BID NUMBER: 22-012

ISSUE DATE: Wednesday, February 16, 2022

OPENING DATE: Wednesday, March 9, 2022

OPENING TIME: 3:30 PM (ET)

Bid Opening Location: Hybrid-By Virtual Meeting Link & Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

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

PROCUREMENT FOR: CTC Road Repair and Resurfacing, FY22 [Phase 2]

All bids must be submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/172/Purchasing> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance, these bid openings may be conducted virtually, in-person, or by a hybrid method (both virtually and in person). See the timeline on page 3 for location and method specified. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

Purchasing Contacts:

Nancy Silver
Phone: (843)545-3076
Fax: (843)545-3500
E-mail: nsilver@gtcounty.org

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



Intent to Respond

REF: **Bid #22-012, CTC Road Repair and Resurfacing, FY22 [Phase 2]**

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project. We also encourage you to visit our website at <http://www.georgetowncountysc.org/purchasing/default.html> and register as a new vendor. If you are an existing vendor, please make sure your profile is up-to-date with a valid contact name and email address on file.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at www.gtcounty.org select "Bid Opportunities" under Quick Links, then click on the "View Current Bid Solicitations" link.

- ☐ Our firm **does** intend on responding to this solicitation.
- ☐ Our firm **does not** intend on responding to this solicitation.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

How did you hear about this opportunity? _____

Reason if **not** responding: _____

Please return this completed form to Nancy Silver, Purchasing Officer

- by e-mail to nsilver@gtounty.org
- or by FAX to (843)545-3500.

[End of Intent to Respond]

Time Line: Invitation for Bid #22-012

Item	Date	Time	Location*
Advertised Date of Issue:	Wednesday, February 16, 2022	n/a	n/a
Pre-Bid Conference:	Independent-On Own	n/a	Various
Deadline for Questions:	Wednesday, March 2, 2022	3:30PM ET	n/a
Bids Must be Received on/or Before:	Wednesday, March 9, 2022	3:30PM ET	Electronic
*Public Bid Opening & Tabulation:	Wednesday, March 9, 2022	3:30PM ET	Hybrid

*At the time of this posting, bid openings may be performed virtually, in-person, or by a hybrid method, see above location for method specified. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually. Vendors may also now attend the meeting in person at the Georgetown County Historic Courthouse, Purchasing Conference Room, 129 Screven St., Suite 239, 29440.

Bid #22-012, CTC Road Repair and Resurfacing, FY22 [Phase 2]

The Georgetown County, South Carolina Department of Public Services is soliciting sealed public bids to award a contract for the resurfacing of certain roads and/or streets with Hot Mix Asphalt (HMA) pavement materials. Work is scheduled to begin in April of 2022. Included in the initial task order for this work is the resurfacing of 6 Projects: Project 1 – Shipmaster Ave; Project 2 – Watersedge Dr; Project 3 - Carnell Lp.; Juniper Pl; Project 4 - Safe Harbor Ave; Reef Run Rd; Winward Way; Cruz Bay Pl; Voyagers Dr; Project 5 - Trinity Rd; Project 6 - St. Pauls Pl. Work on these roads will consist primarily of application of 2 inches compacted asphalt surface course overlay (unless otherwise noted). There are no published plans or drawings associated with these projects. The requirements and specifications are listed within and it will be the responsibility of the contractor to construct to the standards as provided.

Bidder must furnish all labor, materials, and equipment required for the performance of the following described work in connection with the construction or improvements. See locations and aerial maps attached as Exhibit A.

GENERAL SPECIFICATIONS

1. **INTENT:**

It is the intent of the County of Georgetown, South Carolina to award a contract for the refurbishing of certain roads and/or streets with Hot Mix Asphalt (HMA) pavement materials. The Contractor will be responsible where specified to provide full depth patching and Type “C” Asphalt Surface Course for the proposed project. The Contractor shall follow all provisions and specifications listed in the bid package for roadway construction.

2. **SCOPE OF WORK:**

- 2.01 When the existing pavement surface is gravel or stone or when a new gravel or stone base is constructed, the surface shall be graded and compacted by rolling to produce a smooth and uniform surface prior to paving with HMA. The cost of preparing existing gravel surfaces should be included in the Asphalt Paving unit cost. When a new base is installed grading, compaction and preparation cost shall be included in the Base Course unit price.
- 2.02 Contractor must scrape the dirt off the asphalt to find the edge of the pavement, and thoroughly sweep the base course, old pavement, or existing surface so that it is clean and free from dust and foreign material. Maintain it until the HMA is placed.
- 2.03 Apply tack coat prior to placement of asphalt per SCDOT 2007 Standard Road Specifications, item 401.4.18.
- 2.04 The Contractor shall furnish all labor and equipment to maintain traffic during construction. The cost of maintaining traffic shall be included in the cost of the various items.
- 2.05 Where specified, Full Depth Reclamation shall include grinding specified depth of existing asphalt and mix with existing stone and subgrade. Additives such as Portland cement or lime may be used where specified. Area is to be compacted in layers, if hole is more than four (4) inches deep. Compact layers thoroughly to maximum of three (3) inches in thickness. New base to be proof-rolled prior to paving. Reclamation shall be in conformance with section 400 of SCDOT Standard Specifications.
- 2.06 Where specified, Full Depth Patching shall include Removal of surface, base course and subgrade to a depth as specified. Compacting subgrade to at least one hundred (100) percent of standard Proctor density or ninety-five (95) percent of modified Proctor density. Application of a tack coat vertical surfaces with ASTM D 2397 or D 3628 asphalt emulsion types SS-1, SS-1h, CSS-1 or CSS-1h diluted with equal parts of water. Backfilling with hot mix, hot laid asphaltic concrete while temperature stays above one hundred eighty five (185) degrees F. Prevent segregation of mixture. Compacted in layers, if hole is more than four (4) inches deep. Compact layers thoroughly to maximum of three (3) inches in thickness. Riding quality and alignment of patch to be verified with a straight edge or string line. Full Depth Patching shall be in conformance with section 400 of SCDOT Standard Specifications.
- 2.07 Pavement markings are to be furnished by the Contractor per the requirements listed in each road segment. Traffic Paint (Fast Dry) pavement markings that comply with the Section 625 of SCDOT 2007 Standard Specifications for Road and Bridge Construction may be used. The STOP Bars are specified as Thermoplastic Application. Permanent application of painted markings shall be applied to clean, "Cured" surface. Application methods and equipment shall comply with SCDOT Standard Specifications for Highway Construction.

NOTE: Center line and/or Yellow Raised Pavement Markers (RPM), edge of pavement lines, and stop bars are required on all newly paved roads. These costs must be included on the lines provided in the Mandatory Bid Submittal Form.

- 2.08 The Contractor shall provide written notification to the appropriate utility if any existing castings for manholes, catch basins, inlets, and valve boxes must be adjusted to meet grade, and shall coordinate with the appropriate utility for the correction or replacement of the casting involved. The Georgetown County Public Works Department (GCPWD) should be copied to document all notification correspondence, however notice and coordination will be the responsibility of the Contractor.
- 2.09 Where Specified, the contractor shall furnish all labor, equipment and materials to pave existing paved street, alley, and residential or commercial driveway approaches with the same HMA mixture used for the surface on the street or alley being paved. Approaches shall be paved in such a manner as to provide a smooth transition to the new pavement surface and as required to promote drainage of surface runoff. The asphalt will be crowned with a ¼" per foot slope to assure positive drainage of all water off the road surface. The asphalt thicknesses shall be consistent with the road improvements. The contractor will install HMA pavement in driveways where such driveways currently exist and match existing conditions for width, however twelve (12) feet will be the minimum width and the paved surface will not extend any further than fifteen (15) feet from edge of road. Each driveway will have a ten (10) foot minimum radius, and all intersecting streets must have a minimum of a twenty-five (25) foot radius. Payment for approach paving must be included in unit paving price.
- 2.10 Upon completion of the paving work, the Contractor shall grade the pavement shoulders to a minimum width of three (3) feet with a minimum slope of -0.8% from the edge of the new pavement surface to assure positive drainage of all water off the road surface. In the event that there is insufficient material in the existing shoulder to provide a uniform slope, clean fill soil shall be furnished, placed and compacted by the Contractor. Payment will be on a lump sum basis for each location. In the event that shoulders must be cut-down to promote proper drainage, the material removed shall be utilized as fill soil in those locations where it is needed.
- 2.11 All sub-base, base, binder, and surface coat inspections are described below for local and commercial paving. No paving will be allowed at temperatures below 40 degrees Fahrenheit, on frozen or saturated ground or base. Moisture content must meet approved standards, tested by an approved lab, if so called for by the Georgetown County Public Works Department (GCPWD). All base, asphalt binder and topcoats must conform to approved standards for their respective use. The GCPWD may require design mix specifications prior to placement to ensure compliance.
- 2.12 In the event that unsuitable base material is encountered, it will be the contractor's responsibility to notify GCPWD who will authorize the removal and disposal of unsuitable materials, and the replacement will suitable fill material (muck and fill). The contractor will provide a cost per ton price as placed for this eventuality.
- 2.13 It will be the contractor's responsibility for the removal and disposal of all waste or unused material.
- 2.14 There is a line provided on the Mandatory Bid Submittal form for each contractor to provide a lump sum cost for shoulder dirt to be added for each road segment.
- 2.15 The County Public Works Division has estimated the following quantities for the in connection with the construction or improvements:

3. SEGMENT LOCATION QUANTITIES:

The County Public Works Division has estimated the following quantities for each Project Segment with construction to begin in April 2022 in connection with the construction or improvements:

CTC Project GC - 17 Resurfacing Shipmaster Ave

Approx. 920' from Waverly Rd to Watersedge Dr

Item No.	Description	Est. Qty.	U/M
1	Mobilization	1	Lump Sum
2	Traffic Control	1	Lump Sum
3	4" Full Depth Patch	100	SY
4	2" Milling	2,450	SY
5	2" Surface Type C (Overlay)	2,450	SY
6	Thermoplastic Stop Bar	2	EA
7	Yellow RPM	12	EA
8	Dress Shoulders/Seeding(Clean & Rake)	1840	LF

CTC Project GC – 18 Resurfacing Watersedge Dr

Approx. 2700' between Kings River Rd and Great Lakes Rd

Item No.	Description	Est. Qty.	U/M
1	Mobilization	1	Lump Sum
2	Traffic Control	1	Lump Sum
3	4" Full Depth Patch	170	SY
4	2" Milling	6,000	SY
5	2" Surface Type C (Overlay)	6,000	SY
6	Thermoplastic Stop Bar	2	EA
7	Yellow RPM	34	EA
8	Dress Shoulders(Clean & rake)	5400	LF

CTC Project GC - 22 Resurfacing Carnell Lp & Juniper Pl

Carnell Lp - Approx. 1529' From Midway to Midway

Juniper Pl – Approx. 939' from Highmarket St to Juniper Pl(State Portion)

Item No.	Description	Est. Qty.	U/M
1	Raise Manhole	1	EA
2	Mobilization	1	Lump Sum
3	Traffic Control	1	Lump Sum
4	4" Full Depth Patching	570	SY
5	1 ½" Milling	5485	
6	1 ½ " Surface Type C (Overlay)	5485	SY
7	Thermoplastic Stop Bar	1	EA
8	Yellow RPM	31	EA
9	Dress Shoulders (clean and rake)	3407	LF

**CTC Project GC 23 – Resurfacing Safe Harbor Ave; Reef Run Rd; Windward Way;
Cruz Bay Pl; Voyagers Dr**

Approx. 5,236 In a subdivision between Rybolt Rd and Spyglass Ave

Item No.	Description	Est. Qty.	U/M
1	Mobilization	1	Lump Sum
2	Traffic Control	1	Lump Sum
3	4" Full Depth Patching	500	SY
4	2" Milling	11,636	SY
5	2" Surface Type C (Overlay)	11,636	SY
6	Thermoplastic Stop Bar	8	EA
7	Yellow RPM	66	EA
8	Dress Shoulders (clean and rake)	10,472	LF

CTC Project GC 24 – Resurfacing Trinity Rd

Approx. 6557' between St. Rt. 701(N. Frasier St) and Old Pee Dee Rd

Item No.	Description	Est. Qty.	U/M
1	Mobilization	1	Lump Sum
2	Traffic Control	1	Lump Sum
3	2" Milling	16,000	SY
4	2" Surface Type C (Overlay)	16,000	SY
5	Thermoplastic Stop Bar	2	EA
6	Single White Edge Line – Fast Dry Paint	13,114	LF
7	Double Yellow Center Line- Fast Dry Paint	6557	LF
8	Yellow RPM	82	EA
9	Dress Shoulders (clean and rake)	13,114	LF

CTC Project GC 25 – Resurfacing St. Paul Pl

Approx. 830' from Willbrook Blvd to Terminus

Item No.	Description	Est. Qty.	U/M
1	Mobilization	1	Lump Sum
2	Traffic Control	1	Lump Sum
3	4" Full Depth Patching	1,375	SY
4	2" Milling	1,225	SY
5	2" Surface Type C (Overlay)	2600	SY
6	Thermoplastic Stop Bar	2	EA
7	Yellow RPM	11	EA
8	White Crosswalk – Fast Dry Paint	20	LF

4. SPECIAL PROVISIONS:

4.01 All materials, equipment and construction methods shall meet the requirements of the GCPWD as contained herein.

4.02 A copy of the South Carolina Department of Transportation (SCDOT) Certified Plant Certificate for the plant(s) producing HMA mixtures for this project must be submitted with the bid.

4.03 Hot Mix Asphalt (HMA) Pavement

This work shall consist of one or more courses of HMA base, intermediate, or surface mixtures produced and placed in accordance with the specifications herein and shall be in conformance with section 400 of SCDOT Standard Specifications. The mixture type shall be "Type C", must meet the requirements specified:

Mixture Type	Type C
Design ESAL	11,000,000
AADT	>30,000
Surface	9.5,12.5 mm
Surface PG Binder	64-22
Intermediate	9.5,12.5,19.0 mm
Intermediate PG Binder	76-22
Base	25.0 mm
Base - PG Binder	64-22

4.04 Due to the nature of funding, the County's Local Vendor Preference is waived for this solicitation.

5. LIQUIDATED DAMAGES:

The Contractor agrees to commence Work under this Contract on the effective date established as "Notice to Proceed", and to complete the Work within one hundred twenty (120) calendar days of the NTP. Should the Contractor neglect, fail or refuse to complete the Work by any one of the key milestone activities by its critical interim completion date(s) or the established Completion date then the Contractor shall pay to the Owner Liquidated Damages in the amount (\$300.00) for those damages suffered by the Owner as a result of delay for each and every calendar day that the Contractor has failed to complete any key milestone activity by its interim completion date or the established Completion date. The aforementioned Liquidated Damages are not a penalty, but rather are a pre-agreed liquidation of the losses incurred by the Owner due to failure of the Contractor to complete the Work on time.

6. RAIN DELAYS:

For rain delays, the Contractor shall be entitled to a one day extension of time for each day in any given month that the actual rain days measured at Georgetown South Carolina (NOAA Station 383470), or an otherwise mutually agreed upon location, exceed the NOAA average monthly rainfall for the month (rounded to the day). In order to qualify as a rain day, there must be at least one-hundredth of an inch precipitation on the date in question. The rain gauge at the Georgetown County Airport (NOAA 383470), or an otherwise mutually agreed upon location, shall be used as the determinate for daily rain measurement. The Contractor shall submit any request for rain days by the tenth day of the following month. Rain and weather delay extensions of time are non-

compensable delays and the Contractor shall be entitled to no additional compensation as consequence of rain and weather related extensions hereunder.

7. MEASUREMENT AND PAYMENT:

- 7.01 The measurements shown in the bid documents are believed to be sufficient to complete the specified work; however, they are approximate and are shown for the purpose of comparing bids. Payment to the Contractor will be made only for those quantities of work actually completed and accepted in accordance with the specifications.
- 7.02 Payment will be made to the Contractor for the accepted quantities of work at the contract bid price per unit.
- 7.03 No payment for quantities in excess of those shown in the bidding documents will be made to the Contractor without prior written approval from the County authorizing such additional quantities.

8. INSPECTION AND TESTING:

- 8.01 The County shall have the right to reject defective materials and/or workmanship. Material and/or workmanship not in conformance with the specifications will be considered defective.
- 8.02 Rejected materials and/or workmanship, at no additional cost to the County/City, shall be satisfactorily corrected in place, or replaced with work conforming to the specifications, or subject to an appropriate adjustment in price.
- 8.03 **Inspections:** The following is a list of required inspections at each phase of roadway construction;
 - a) **Sub-grade:** All sub-grades will be inspected for compaction with a roll test, minimum weight of thirty-four (34) U.S. tons, as determined by weigh ticket. If any area fails two (2) scheduled roll tests the contractor will be required to provide independent laboratory test results to confirm compaction at the required areas as determined by the GCPWD. Sand Cone or Nuclear Densometer testing or other similar test as approved by GCPWD will be required. No base (stone) is to be installed without first passing sub-grade compaction inspection. **Sub-base compaction must meet 95% proctor.**
 - b) **Base (GABC):** After sub-grade passes compaction test, base material can be installed to the approved specified depth. A roll test will be performed as above. If any area fails two scheduled roll tests the contractor will be required to mitigate these areas to obtain compaction as required above.
 - c) **Surface Coat:** Inspected upon completion. Corrections as required.
- 8.04 Cost of inspections and testing must be included in the lump sum bid per project location. The Contractor must specify in the bid documents the agency designated to provide inspections and testing. The agency so designated is subject to approval by the SC-DOT, and cannot then be changed without prior written approval by Georgetown County. The contractor is required to file a copy of the results of each test with the GCPWD in a timely manner, and such test copies must be received prior to final payment.

9. INVOICING

9.01 The contractor shall submit an invoice to the County for all Services. Said invoice shall be completely itemized, include the County purchase order number and in conformance with all requirements listed herein.

10. QUALIFICATIONS OF BIDDERS

10.01 The County may make such investigations as is deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

11. CONTRACTOR'S LICENSE

11.01 The Contractor license shall have the appropriate specialty classification that is predominant for the respective work. The Bidder shall indicate in the space provided whichever of the following notations is appropriate, inserting his contractor license number and specialty.

11.02 If the Bidder shall fail to provide this information on his bid and shall fail to promptly provide said Contractor license number to the County in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation, and his bid will not be considered.

11.03 If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

12. SUPERVISION AND CONSTRUCTION PROCEDURES

12.01 The contractor shall supervise and direct the Services, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

12.02 The contractor shall be responsible to the County for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Services under a contract with the contractor.

13. CLEANING UP

13.01 The contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Services, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

13.02 The contractor will turn over any County owned materials or equipment of value to the County representative on the job site. The County representative on the job site will make the determination of what is valuable.

13.03 The contractor will be responsible for disposal of any and all removed, unused and surplus materials and any fees and transportation costs associated with the disposal.

14. GUARANTEE

14.01 All materials and workmanship shall be guaranteed for a period of twelve (12) months after acceptance by the County and repairs necessary shall be made by the contractor at his expense.

15. BID SECURITY/BONDS

15.01 Each bid must be accompanied by a certified Bid Bond for an amount equal to five per-cent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fourteen (14) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered.

15.02 The successful proposer must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fourteen (14) days the after receipt of written notice of formal award of the Contract.

15.03 The successful offeror must provide a Payment and Material Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fourteen (14) days after receipt of written notice of formal award of Contract.

15.04 Should any Surety on the Construction Contract be determined unsatisfactory at any time by the Owner, notice will be given the Contractor who shall immediately provide a new Surety, satisfactory to the Owner and at no additional cost to the Owner. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by the Owner.

15.05 The Bidder shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

15.06 The cost of the bonds shall be included as part of the submitted bid costs.

15.07 There will be a 10% RETAINAGE held by the County until all work is complete in a satisfactory manner.

16. RESPONSIBILITIES OF THE CONTRACTOR:

16.01 Contractor shall be responsible for maintaining traffic control during periods of construction. This includes providing and maintaining any necessary signs.

16.02 Contractor shall take full responsibility for any accidents or injuries that may occur during construction. The County shall not be liable in any form.

16.03 The contractor is responsible for contacting the **Palmetto Utility Protection Service (P.U.P.S.)** at its **811** or toll-free number **(1-888-721-7877)** between the hours of 7:30 am (ET) and 5:30 pm (ET), Monday through Friday, 72 hours before starting the proposed work.

17. SITE INSPECTION:

17.01 The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.

17.02 Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.

17.02 Each bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.

17.04 No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

17.05 Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.

18. PAVEMENT MARKINGS:

18.01 **Permanent Pavement Markings Fast Dry, High Build, High Durability Waterborne Traffic Paint** must be in accordance with SC-DOT specifications and requirements.

18.02 **Permanent Raised Pavement Markers** must comply with SC-DOT specifications and requirements

18.03 **Thermoplastic 24" Precut Stop Bars** must comply with SC-DOT specifications and requirements

SC-DOT Specifications are available at: <https://www.scdot.org/business/road-supplemental-specs.aspx>

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Instructions for Bidders
Bid #22-012
CTC Road Repair and Resurfacing, FY22 [Phase 2]

These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.

1. Submission of Questions

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the "Deadline for Questions" cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the provider.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. **SEND QUESTIONS TO:**

Nancy Silver, Purchasing Officer
Post Office Box 421270, Georgetown, SC 29442-4200
Fax: (843) 545-3500
Email: nsilver@gtcounty.org

2. Sealed bids to provide **CTC Road Repair and Resurfacing, FY22 [Phase 2]** shall be received electronically through the County's Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.
3. **Inclement Weather/Closure of County Courthouse**
Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but may be limited to the public. Bid openings at the time of this issuance are being conducted virtually or hybrid and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.
4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.
5. **NON EXCLUSIVITY**
Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or

services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

6. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.
7. Definitions:
 - a) The terms “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
 - b) The term “work”, “project(s)”, “sealing” or “Service” refers to the **complete set of services** as specified in this document, in every aspect.
 - c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
 - d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
 - e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.
8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

 - a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
 - b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.
9. Faxed or E-mailed bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.
10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
11. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which

Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org/about/faqs.html>.

12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting 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 user.
16. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.
18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
19. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. Federally Funded Construction Contracts Over \$2,000:
- A. Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at:
https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dba&page=1&date_filter_index=0&inactive_filter_values=false.
- B. Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- C. Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.
22. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:
The contractor certifies that the vendor(s) 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.
24. Certification of Non-Segregated Facilities
The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees

to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

25. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.
26. Acknowledgement of Addenda
Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select "Bid Opportunities" from the Quick Links box. It is each proposer's responsibility to verify that all addenda have been received and acknowledged.
27. This Invitation for Bid covers the estimated requirements to provide CTC Road Repair and Resurfacing, FY22 [Phase 2] for the Georgetown County Public Works Department. The purpose is to establish firm pricing and delivery. The right is reserved to extend the use of this contract to any County Department.
28. TERMS OF AGREEMENT / RENEWAL
The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year.
29. PRICE ESCALATION/DE-ESCALATION:
Prices are to remain firm for the first contract period. In subsequent terms, the contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease. Should the County elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available. Should the price change be granted and the County elects to renew the contract, the purchase order will reflect the changes.
30. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC. Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

e. Professional Liability (a/k/a Errors and Omissions)

n/a

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.

8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

31. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

32. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

33. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

34. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

35. Invoicing and Payment

The Contractor shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown
Accounts Payable, Finance Dept.
P.O. Box 421270
Georgetown, SC 29442-4200

An IRS W-9 form must be on file with the Purchasing Office before any payment will be issued.

South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

36. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

37. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) 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 provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

38. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law.

39. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

40. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

41. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

42. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

43. Award of Bid

In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:

- (a) The ability, capacity and skill of the bidder to perform the contract.
- (b) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

44. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

45. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

46. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #20-32, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

47. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

48. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

49. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

50. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

51. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

52. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building Department web page at the link below:

<http://www.gtcounty.org/176/Building-Department>.

53. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

54. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then click on the "Expired" tab and double click the link under the individual bid listing.

55. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

56. 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.

57. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

58. **Response Clarification**

Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

59. Retainage, in the amount of ten percent (10%) of the value of construction costs incurred for the project, shall be withheld until the project has been completed to the satisfaction of Owner.

60. **Vendor Checklist**

The items indicated below must be returned as a part of the Bid Submission package:

- ☐ Mandatory Bid Submittal Form
- ☐ Additional Unit Prices
- ☐ List of Prime & Subcontractors
- ☐ Exceptions Page
- ☐ Addendum Acknowledgement (If Issued)
- ☐ Bid Bond (in the amount of 5% of total base bid)

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and a signed IRS Form W-9. This must be on file with the Purchasing Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

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MANDATORY BID SUBMITTAL FORM

Bid #22-012

CTC Road Repair and Resurfacing, FY22 [Phase 2]

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 understands 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 - 17 Resurfacing Shipmaster Ave

Approx. 920' from Waverly Rd to Watersedge Dr

Item No.	Description	Est. Qty.	U/M	Unit Price	Total
1	Mobilization	1		Lump Sum	
2	Traffic Control	1		Lump Sum	
3	4" Full Depth Patch	100	SY		
4	2" Milling	2,450	SY		
5	2" Surface Type C(Overlay)	2,450	SY		
6	Thermoplastic Stop Bar	2	EA		
7	Yellow RPM	12	EA		
8	Dress Shoulders(Clean & Rake)	1840	LF		

Project Total	
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CTC Project GC – 18 Resurfacing Watersedge Dr

Approx. 2700' between Kings River Rd and Great Lakes Rd

Item No.	Description	Est. Qty.	U/M	Unit Price	Total
1	Mobilization	1		Lump Sum	
2	Traffic Control	1		Lump Sum	
3	4" Full Depth Patch	170	SY		
4	2" Milling	6,000	SY		
5	2" Surface Type C(Overlay)	6,000	SY		
6	Thermoplastic Stop Bar	2	EA		
7	Yellow RPM	34	EA		
8	Dress Shoulders(Clean & Rake)	5400	LF		

Project Total	
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CTC Project GC - 22 Resurfacing Carnell Lp & Juniper Pl
 Carnell Lp - Approx. 1529' From Midway to Midway
 Juniper Pl – Approx. 939' from Highmarket St to Juniper Pl(State Portion)

Item No.	Description	Est. Qty.	U/M	Unit Price	Total
1	Traffic Control	1		Lump Sum	
2	Mobilization	1		Lump Sum	
3	Raise Manhole	1	EA		
4	4" Full Depth Patch	570	SY		
5	1 ½" Milling	5485	SY		
6	1 ½" Surface Type C(Overlay)	5,485	SY		
7	Thermoplastic Stop Bar	2	EA		
8	Yellow RPM	31	EA		
9	Dress Shoulders(Clean & Rake)	3407	LF		

Project Total	
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**CTC Project GC 23 – Resurfacing Safe Harbor Ave; Reef Run Rd; Windward Way;
 Cruz Bay Pl; Voyagers Dr**
 Approx. 13,000' In a subdivision between Rybolt Rd and Spyglass Ave

Item No.	Description	Est. Qty.	U/M	Unit Price	Total
1	Mobilization	1		Lump Sum	
2	Traffic Control	1		Lump Sum	
3	4" Full Depth Patching	500	SY		
4	2" Milling	11,636	SY		
5	2" Surface Type C (Overlay)	11,636	SY		
6	Thermoplastic Stop Bar	8	EA		
7	Yellow RPM	66	EA		
8	Dress Shoulders(Clean & Rake)	10,472	LF		

Project Total	
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CTC Project GC 24 – Resurfacing Trinity Rd
 Approx. 6557' between St. Rt. 701(N. Frasier St) and Old Pee Dee Rd

Item No.	Description	Est. Qty.	U/M	Unit Price	Total
1	Mobilization	1		Lump Sum	
2	Traffic Control	1		Lump Sum	
3	2" Milling	16,000	SY		
4	2" Surface Type C(Overlay)	16,000	SY		
5	Thermoplastic Stop Bar	2	EA		
6	Double Yellow Centerline – Fast Dry Paint	6557	LF		
7	Single white edge line – Fast Dry Paint	13,114	LF		
8	Yellow RPM	82	EA		
9	Dress Shoulders(Clean & Rake)	13,114	LF		

Project Total	
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CTC Project GC 25 – Resurfacing St. Paul Pl
Approx. 830' from Willbrook Blvd to Terminus

Item No.	Description	Est. Qty.	U/M	Unit Price	Total
1	Mobilization	1		Lump Sum	
2	Traffic Control	1		Lump Sum	
3	4" Full Depth Patch	1375	SY		
4	2" Milling	1225	SY		
5	2" Surface Type C (Overlay)	2600	SY		
6	Thermoplastic Stop Bar	2	EA		
7	Yellow RPM	11	EA		
8	White Crosswalk – Fast Dry Paint	20	LF		

Project Total	
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3. Total Cost for Payment & Performance Bond: \$ _____

4. **TOTAL BASE BID:** (Lines 2 [all items] + 3):\$ _____

5. Agency Designated for Inspection and Testing (per item 6.04): _____

6. SC State Contractor License Number: _____

License Specialty: _____

7. A copy of the SCDOT Certified Plant Certificate for the plant(s) producing HMA mixtures for this project must be attached to this bid. ☐ **Yes** ☐ **No**

8. Agency designated to provide inspections and testing: _____

9. 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.

10. **COMPLETION DATE:** Contractor must complete all work within 120 days from the notice to proceed.

11. **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.

12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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".
23. **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
- ☐ Additional Unit Prices
- ☐ List of Prime & Subcontractors
- ☐ Exceptions Page
- ☐ Addendum Acknowledgement (If Issued)
- ☐ Bid Bond (in the amount of 5% of total base bid)

24. Project Mgr/NTP Contact Address: _____

25. Project Mgr/NTP Contact Person: _____

26. Telephone Number: _____ Fax Number : _____

27. E-Mail address: _____

28. Remittance Address: _____

29. Accounting Contact: _____

30. Telephone Number: _____ Fax Number: _____

31. E-Mail address: _____

32. 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:	

33. 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.]

34. 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.

35. 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

36. 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.

37. 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.

38. 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

39. 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.

40. 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. 22-012 were received.

41. 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.)

42. **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]

43.

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.

44. Printed Name of person binding bid _____

45. Signature (X)_____

46. Date: _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]



ADDITIONAL UNIT PRICES

Bid #22-012

CTC Road Repair and Resurfacing, FY22 [Phase 2]

(Mandatory Bid Submittal Form)

When changes in the Work are ordered by the Owner, and such changes involve the following items, the following Unit Prices will be used to calculate adjustments to the Contract Sum. These Unit Prices shall be for the Work as specified, including all labor, materials, equipment, accessories, shipping, preparation, insurance testing, overhead, profit, applicable taxes, permits, fees and all other associated costs for the finished and completed Work. All Unit Prices for utility conduits shall include sweeps, bends, couplings, caps, fittings, etc, which shall be included in the Unit Price per linear foot. The pavement Unit Prices shall include all striping and pavement markings that are required to complete the Work. Unit Prices for undercut – soils shall include material in place, surveyed and compacted pursuant to the Contract Documents.

- 1) Additional Fill Soil, Cost per Ton placed: \$_____
- 2) Muck & Fill Unsuitable Sub-grade Materials, per Cubic Yard \$_____
- 3) Hydroseeding, per SquareYard: \$_____
- 4) Dress Shoulders (Clean and Rake) per Linear Foot: \$_____
- 5) Thermoplastic Pavement Marking:

Thermoplastic Pavement Marking Items	
Description	Cost per Linear Foot
STOP Line	\$_____

- 6) Traffic Paint Pavement Marking:

Traffic Paint/Glass Bead Pavement Marking Items	
Description	Cost per Linear Foot
Center Line (Single Line)	\$_____
Center Line (Double Line)	\$_____
Edge Line	\$_____
<u>Description</u>	Cost per Each/Item
Turn Arrow Indicators	\$_____

Company Name: _____

Printed Name of person binding bid _____

Signature (X)_____

Date_____

[End of Additional Unit Prices]



LIST OF PRIME AND SUBCONTRACTORS
Bid #22-012
CTC Road Repair and Resurfacing, FY22 [Phase 2]

(Mandatory Bid Submittal Form)

The undersigned states that the following is a full and complete list of proposed prime contractor and subcontractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without the written consent of the Owner.

**Prime Contractor, Subcontractor
Consultants and Address**

**Class of Work
to be Performed**

1)	<hr/>	<hr/>
	<hr/>	<hr/>
2)	<hr/>	<hr/>
	<hr/>	<hr/>
3)	<hr/>	<hr/>
	<hr/>	<hr/>
4)	<hr/>	<hr/>
	<hr/>	<hr/>
5)	<hr/>	<hr/>
	<hr/>	<hr/>

Date: _____

Firm Name: _____

Signed: _____

Title: _____



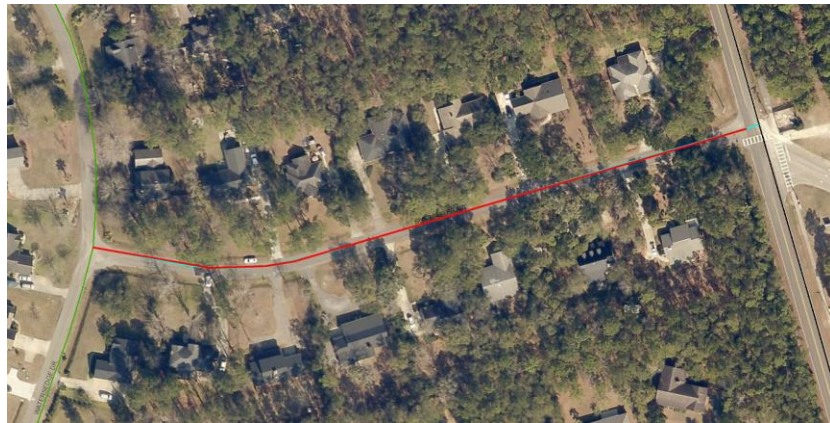
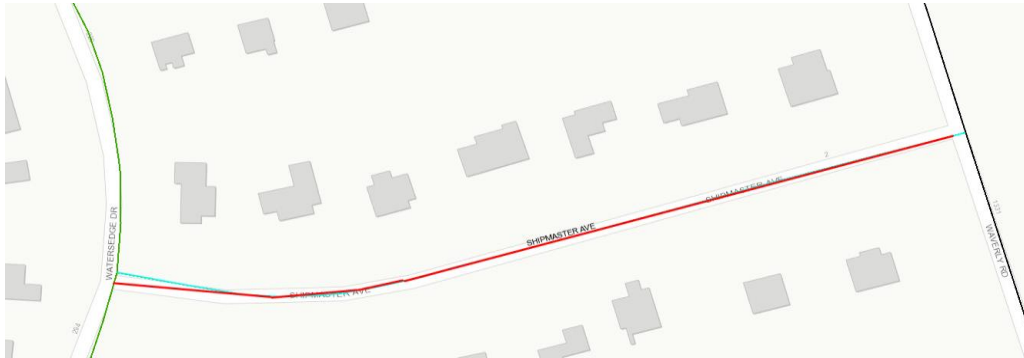
EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

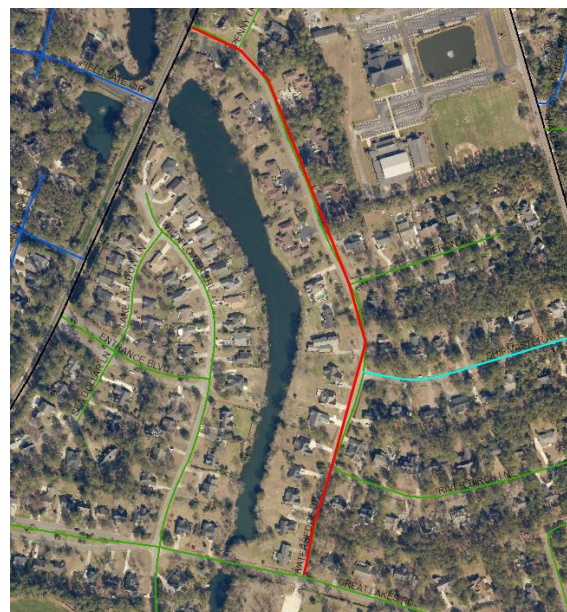
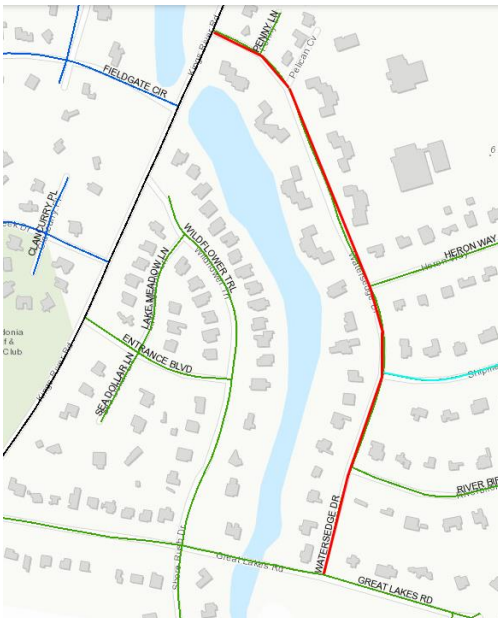
List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".

EXHIBIT "A" Project Locations

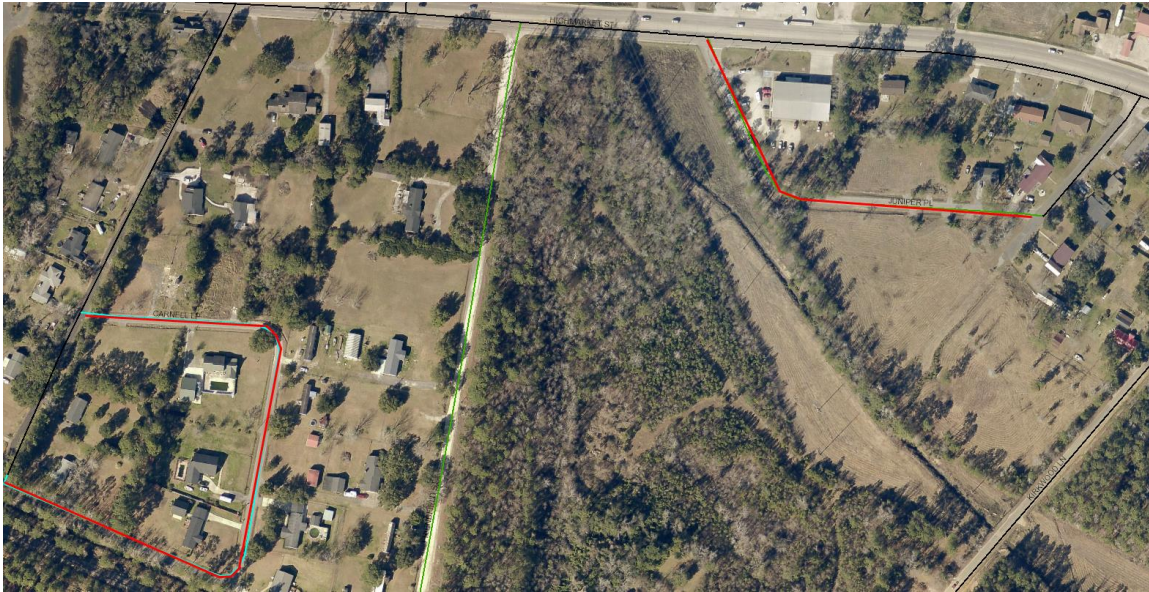
CTC Project GC - 17 Resurfacing Shipmaster Ave Approx. 920' from Waverly Rd to Watersedge Dr



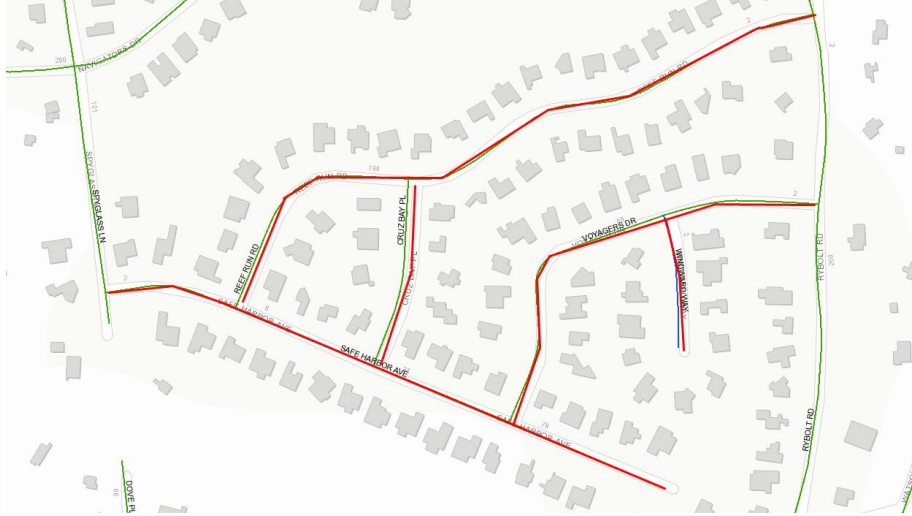
CTC Project GC – 18 Resurfacing Watersedge Dr Approx. 2700' between Kings River Rd and Great Lakes Rd



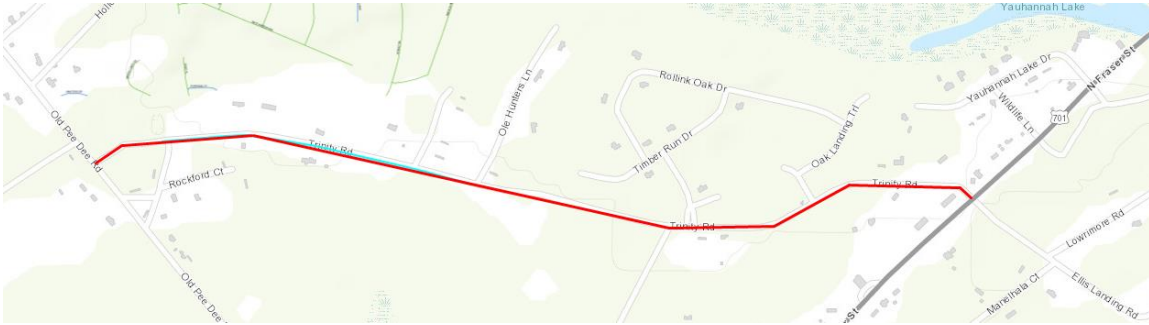
CTC Project GC - 22 Resurfacing Carnell Lp & Juniper Pl
Carnell Lp - Approx. 1529' From Midway to Midway
Juniper Pl – Approx. 939' from Highmarket St to Juniper Pl(State Portion)



**CTC Project GC 23 – Resurfacing Safe Harbor Ave; Reef Run Rd; Windward Way;
Cruz Bay Pl; Voyagers Dr**
Approx. 13,000' In a subdivision between Rybolt Rd and Spyglass Ave



CTC Project GC 24 – Resurfacing Trinity Rd
 Approx. 6557' between St. Rt. 701(N. Frasier St) and Old Pee Dee Rd



CTC Project GC 25 – Resurfacing St. Paul Pl
 Approx. 830' from Willbrook Blvd to Terminus

