



The Town of Summerville
 200 S. Main Street
 Summerville, South Carolina 29483
 (P) 843-851-4201 (F) 843-871-0634
SMcdonald@summervillesc.gov

March 20, 2023

Bid Number: N/A	Bids will be received until: Tuesday May 2, 2023 11:00a.m.
Bid Title: 2023 Summer Resurfacing	
Mailing Date:	Direct Inquiries to: Scott McDonald
Vendor Name:	FEIN/SS#:
Vendor Address:	State Contractor #:
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	Title: _____
Date: _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.	

Invitation to Bid

Summer 2023 Resurfacing

The Town of Summerville (hereinafter referred to as “Town”) is seeking sealed bids for asphalt resurfacing, converting concrete roads to asphalt and concrete curb work. The following roads are included in this solicitation:

Town Roads	SCDOT Roads
Wickford Court	Sycamore Drive (S-18-418)
Skidaway Road	Canal Street (S-18-473/437)
Five Iron Circle	Martin Lane (S-18-435)
Kemper Lakes Court	Elm Circle (S-18-266)
Afton Court	Gahagan Road (S-18-339)
Annandale Court	Linwood Lane (S-18-522)
Barrington Court	Weber Road (S-18-395)
Bonneau Court	Coralie Drive (S-18-806)
Devon Court	Jessen Street (S-18-222)
Indigo Court	Old Light Road / Berkeley Circle Improvements (S-8-275)
Merriweather Court	
Shenandoah Court	
Newcastle Court	
Palermo Avenue	
Tuscany Court	
Venezia Court	
Napoli Court	
Harth Place	
Morgan Place	



Melfi Alley
Tulip Street
Daisy Circle
Poppy Place
Daffodil Street
Wellington Road

Bid packages will be available beginning Monday, April 3, 2023 on the Town website (www.summervillesc.gov/302/Bids-RFPS) under the Formal Sealed Bids/Proposals/Quotes menu. Sealed bids are due by **11:00 a.m. on Tuesday May 2, 2023** and will be opened and publicly read in the 2nd floor training room at Summerville Town Hall Annex, located at 200 S. Main Street, Summerville, SC 29483. **Late bids will not be accepted, NO EXCEPTIONS.**

All inquiries and questions related to this project must be submitted in writing, via email, to the Procurement Agent, Scott McDonald (SMcdonald@summervillesc.gov) so that they can be addressed through a posted addendum. All registered bidders will receive an e-mail notification when project addendums are posted. The cut-off date for questions is **Tuesday, April 17, 2023 at 12:00 p.m.** Any and all addendums issued will be posted to the Town's website (www.summervillesc.gov/302/Bids-RFPS) and will become an official part of the bid package. **All addendums will need to be signed and included with the submitted bid package.** Any bid packages which do not include the signed addendum(s) will be disqualified.

The Town reserves the right to reject any and all bids, to waive all formalities and to award the contract as it appears to be in the best interest of the Town. The right is also reserved to hold any and all bids for a period not exceeding ninety (90) days from the opening thereof.

This solicitation does not commit the Town to award a bid or contract, to pay any cost incurred in the preparation of the response or to procure or contract for goods or services listed herein.

The Town reserves the right to reject any an all responses, to cancel this solicitation and to waive any technicality, if deemed to be in the best interest of the Town.



BIDDER REGISTRATION FORM 2023 Summer Resurfacing

E-mail to: SMcdonald@summerville.sc.gov

Bidders are required to submit this form to the Purchasing Agent, via e-mail or fax, to become registered as a firm interested in this solicitation and to ensure receipt of any amendments to the solicitation referenced above. Please print clearly.

Company Name, as registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Federal Tax ID (FEIN)/SS Number

Fax Number

SC General Contractors License

Cell Number

E-mail

TYPE OF BUSINESS ENTITY (*check one*):

____ Individual/Sole Proprietor

____ Partnership

____ Corporation

____ Limited Liability Company

____ Other (*please specify:* _____)



Qualifications

1. Contractors shall be familiar with asphalt patching, paving, resurfacing, concrete curb and gutter, and sidewalk work under SCDOT specifications.
2. Contractors shall have the appropriate contractor's license to perform the scope of work outlined in this solicitation.
3. Each bid must be secured by a bid bond from an approved bonding or insurance company, authorized to do business in the State of South Carolina, in an amount not less than ten percent (10%) of the total bid amount.

Bid Process

The Town will conduct the selection of a licensed and qualified contractor and issue a contract award in the following manner:

- 1) This document will be made available to all interested bidders on the Town's website: www.summervillesc.gov/302/Bids-RFPS
- 2) Bids will be received and evaluated as described in this contract bid package. The lowest qualified bid may be awarded the contract for the outlined project work.
- 3) At the conclusion of the bid process, qualified bids will be presented to Town officials for review and approval.
- 4) The Town will notify all registered bidders of the winning bidder of the contract award. A complete bid sheet will also be posted to the Town's website after the bid evaluation process has been completed.

Schedule of Events

The following chart outlines the schedule of events, in order of occurrence, for project milestones:

MILESTONE EVENT	DATE
1. Bid Package Issuance	April 3, 2023
2. Deadline for Submittal of Questions	April 17, 2023, 12:00 p.m.
3. Bid Due Date	May 2, 2023, 11:00 a.m.
4. Bid Evaluation Completed	On or Before May 8, 2023
5. Contract Award	May 10, 2023
6. Project Begins	June 5, 2023
7. Project Completion	120 Days From Notice to Proceed



The Town reserves the right to change the schedule of events, as it deems necessary. In the event of a major date change, the Town may notify known and registered participants. The Town also reserves the right to issue addenda to this “Sealed Bid” up to seven days before the bid opening date, as necessary, to clarify the Town’s desire or to make corrections. The Bidder will acknowledge receipt of all addenda in their proposals.

Bid Submittal Instructions

Bidders must submit **one (1) original and two (2) copies** of their bid on or before 11:00 a.m. (local time) on Tuesday, May 2, 2023 to:

Town of Summerville
Attn: Russ Cornette
Director of Public Works
200 S. Main Street
Summerville, SC 29483

Bidders may mail or hand-deliver their “Sealed Bid” to the Town’s Purchasing Agent. Please show the “Bid Title” on the outside of any mailed package. The Town assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence, bidders should address envelopes to the Purchasing Agent and include the bid reference on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended that he/she return the enclosed “No Bid Response Form” to the Purchasing Agent.

- All bids should be clearly marked **2023 Summer Resurfacing**
- It will be the sole responsibility of the bidder to have their bids delivered to the Town Engineer before the scheduled bid opening. Any bid received after the Town Engineer has declared that the time set for the opening has arrived shall be rejected, unless the bid has been delivered to the Town Engineer’s office or the governmental bodies mail room which services the Town Engineer’s Agent prior to the bid opening [R.19-445.2070(H)].
- Bids having any erasures or corrections must be initialed in ink by the bidder. The bid must contain the signature of the duly authorized officer of the bidder and must be signed in ink.
- All bids must be valid for a period of ninety (90) days following the bid opening.
- Bids must address all requirements. Partial bids will be rejected.
- All costs incurred by the bidder in preparing this bid, or costs incurred in any other manner by the bidder in responding to this bid will be the sole responsibility of the bidder. All materials and documents submitted by the bidder in response to this solicitation become the property of the Town and will not be returned to the vendor.



- Any proprietary information contained in the proposal should be so indicated.
- Bids will be considered, as specified or attached hereto, under the terms and conditions of this solicitation.
- Bids must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- Bidders are to include all applicable requested information and any additional information that they wish to be considered. Bid submittals should utilize bid sheet provided in this document.
- Due to the possibility of negotiation with any bidder submitting a bid which appears to be eligible for contract award, pursuant to the selection criteria set forth in this bid, the Town reserves the right to select the bid that appears to be in its best interest and to negotiate with any of the prospective bidders.

BIDS SUBMITTED VIA FACSIMILE MACHINE, OR E-MAIL, WILL NOT BE ACCEPTED.

SPECIFICATIONS

1. This project is funded by The Town of Summerville and the Dorchester County CTC and Town of Summerville. All work shall be completed in accordance with the South Carolina Department of Transportation Standard Specifications for Highway Construction, 2007 Edition.
2. The scope of work for this project is to mill, full depth patch and resurface both Town and SCDOT roads located in the Town of Summerville.
3. The Contractor shall provide proof of liability insurance and Worker's Compensation Insurance with his bid submittal.
4. Unless otherwise approved by the Town Engineer, all work in residential developments shall be performed in daylight hours. Roads with high volume traffic may be performed during nighttime hours, but will need to coordinate with the Town of Summerville and/or SCDOT.
5. Where necessary, the Contractor shall erect and maintain traffic control devices (barricades, warning signs, traffic cones, etc.) in accordance with the Manual of Uniform Traffic Control Devices, latest edition.
6. The Contractor is responsible for locating all existing utilities within the limits of the project and shall be responsible for repairing any damaged utilities at no cost to the Town. The Contractor will also be responsible for providing risers for all utilities to match the new grade of resurfaced roads, such as manholes, and valve boxes.



7. Bids will be awarded on a lump sum basis. Bidders are highly encouraged to visit the job sites before submitting bids.
8. Unit sum bid amounts shall include all necessary materials, tools, equipment, personnel and any other appurtenances required to perform the job with a high level of workmanship.
9. The Town will recognize the latest SCDOT Asphalt Liquid Adjustment Index for pricing of this project.
10. Pavement markings and permanent raised pavement markers shall be reapplied to roads that currently have pavement markings and permanent raised pavement markers. All pavement markings and permanent raised pavement markers shall meet SCDOT Standard Specifications for Highway Construction, 2007 Edition, Sections 625, 627 and 630.
11. The Contractor shall resurface back to the radius returns of all intersecting streets along the streets identified for resurfacing.
12. Asphalt Paving, Resurfacing, and Patching
 - A. Asphalt resurfacing on some roads shall be applied at a rate of 225 lbs/SY of SCDOT Hot Mixed Asphalt Type B Surface Course. In residential, low volume roads, asphalt resurfacing shall be applied at a rate of 170 lbs/SY SCDOT Hot Mixed Asphalt Type C Surface Course. (Specs and guidelines for each road can be found in the Bid Schedule. The Contractor shall submit the asphalt mix design before construction begins. The Contractor is to ensure that all existing pavement surface is clean before paving a new asphalt surface course.
 - B. An allowance quantity for Full Depth Patching (FDP) is included in the bid documents. Full Depth Patching is required when the pavement and rock base has failed due to water intrusion, wear and tear, or other external sources. FDP will be milled and/or saw-cut and excavated out 6" in depth and paved 6" in depth to meet the existing pavement grade.
 - C. An allowance quantity for asphalt leveling is included in the bid documents.
 - D. An allowance quantity for concrete curb and gutter demo and replace as well as sidewalk demo and replace is included in the bid documents.
13. Demolition\Asphalting of Concrete Roads (Wickford Court and Skidaway Road)
 - A. All work shall be completed in accordance with the South Carolina Department of Transportation Standard Specifications for Highway Construction, 2007 Edition.



- B. The scope of the work included in the contract is to demolish existing concrete roads, repair all required subgrade, place and compact base material, and apply asphalt surface as well and other construction items and activities required to repair roads.
- All roads in the scope shall have an asphalt surface course applied at 225 lbs/SY and a base course of 440 lbs/SY of Intermediate Type B asphalt, adhering to Section 402 in the South Carolina Department of Transportation Standard Specifications for Highway Construction, 2007 Edition.
- C. All construction activities shall be continuous and there shall not be more than a 48-hour lapse in any one construction activity on a specific road. If a construction activity is started on a road, that activity must be completed before beginning the same activity on a different road, unless an additional crew is assigned to the project to perform the same construction activity. The contractor shall be cognoscente of the accessibility and egress of the residents to their homes on a daily basis.
- D. The Contractor will be required to notify residents that will be affected by construction activities seven days prior to construction activities beginning. The contractor may use flyers to accomplish this or another method to communicate with residents that is approved by the Town. The Town will also notify residents by posting updates on the Town's website, posting information signage in the area, and communicating with Home Owner Associations. Communicating with affected residents of construction activities and schedules will be key in minimizing citizen complaints.
- E. All roads must be passable by vehicular traffic at the end of each work day, by 5:00pm. Vehicular traffic may drive on macadam or crushed concrete base compacted and graded to curb flow line.
- F. Sequence of construction activities for concrete road reconstruction and asphalt will be as follows:
- Sawcut concrete slabs longitudinally to leave 2'-0" wide curbing. Curbing will remain except where it is sunken or damaged and is determined to be replaced.
 - Replace concrete curbing where required. Concrete curbing will match existing curbing and installed per SCDOT Standard Specifications for Highway Construction, Section 720 Concrete Curb, Gutter, Curb and Gutter, Sidewalk, Driveway, and Median. The new curbing shall have a smooth transition from the existing curbing to the new curbing and shall conform to SCDOT Standard Specifications for Highway Construction, Section 720 Concrete Curb, Gutter, Curb and Gutter, Sidewalk, Driveway, and Median.
 - Contractor will determine through Stakes, Lines and Grades on what curbing will be replaced because of sunken curbing. Town Engineer will designate all curbing to be replaced prior to work beginning and will approve all additional curbing that may need to be replaced prior to demolition. All roads where curbing is replaced, curb shall meet existing curb type of 2' rolled curb.



- d. Portions of concrete driveways within the road right-of-way abutting the curbing may need to be demolished and replaced. Concrete driveways will be replaced that abuts curbing that needs to be replaced that will not match new grades. Portions of driveways will be replaced where cracking has occurred due to unsuitable soils that has caused concrete failure. The Town Engineer will designate all concrete driveways to be replaced prior to work beginning and will approve all additional concrete driveways that may need to be replaced prior to demolition. Concrete Driveways shall meet SCDOT Standard Specifications for Highway Construction, Section 720 Concrete Curb, Gutter, Curb and Gutter, Sidewalk, Driveway, and Median.
- e. Remove concrete roadway slabs. Concrete roadway slab thicknesses may vary from 2” to 6” and possibly thicker where they have been repaired in the past by Town of Summerville Public Works forces.
- f. Remove any unsuitable material such as roots, other organic material and plastic clay or unsuitable soils. This material is classified as Unclassified Excavation and the quantity on the bid sheet is a conservative estimate. Unclassified Excavation shall meet SCDOT Standard Specifications for Highway Construction, Section 203 Roadway and Drainage Excavation. Surplus Excavation shall be hauled off and properly disposed by the contractor.
- g. Where Unclassified Excavation is encountered 10” below the curb line after concrete slabs are removed, a suitable sub-base material shall be used to backfill these voids. This material will be classified as Borrow Excavation and shall meet SCDOT Standard Specifications for Highway Construction, Section 302 Soil-Aggregate Sub-base.
- h. As the road is excavated and suitable soils and sub-base materials are placed, a 6” perforated underdrain shall be installed inside the curb on both sides of the road. Excavate trenches and install 6” diameter perforated underdrain inside the roadway along the sawcut side of the curbing; see enclosed detail. Underdrain pipe shall be enveloped in a non-woven filter fabric and a bed of #57 granite stone. The fabric shall completely wrap the underdrain and #57 stone, keeping it segregated from the other materials. All underdrain pipe shall tie to existing curb inlets in the roadway. Pipe Underdrains shall meet SCDOT Standard Specifications for Highway Construction, Section 802 Pipe Underdrains.
- i. Once all Unclassified Excavation and Borrow Excavation and underdrain is installed, grading will occur to achieve a 2% cross-slope prior to the intermediate asphalt course being applied to a grade of 2” below the front edge of the concrete curb. **Prior to asphalt being paved, the Town Engineer or his representative will conduct a proof roll with a loaded tri-axle dump truck.**
- j. Variable milling will occur after intermediate asphalt course is applied to achieve a smooth riding surface on the final asphalt course. Longitudinal



grade will match the existing curbing and be graded below curbing enough for 225lbs/SY of surface asphalt.

14. Any contractor who has not been contracted by the Town within the past five (5) years must submit at least three (3) references. The reference information shall include a contact name and phone number, type of project completed, date project was completed and the contract amount.
15. The Town reserves the right to waive minor inconsistencies in the bid packages and to reject any and all bids. The successful bidder shall be the Contractor who, in the sole opinion of the Town, will provide the highest quality project, in a timely and cost-efficient manner. The successful bidder may or may not be the lowest bidder.
16. The bidder that is awarded the contract must submit/have a Town business license before starting work.
17. The time allowed to complete the outlined project work is **one hundred-twenty (120)** calendar days from the Notice to Proceed date. For each day with inclement weather, when paving cannot occur, one day will be credited to the Contractor.
18. Roads being paved or resurfaced with earthen shoulder shall have the shoulders graded and filled so as to not leave more than a 1” drop off from the edge of pavement after resurfacing. Resurfacing unit price shall include any additional cost for required shoulder fill or grading.

NOTICE OF DISCLAIMER:

This list of provisions is being provided to each bidder to aid in his ability to give a fair and competitive bid and should not be construed as a contract or any guarantee of the award of this bid. Instead, the listed provisions are only to assist the bidder in understanding what is expected and will be required of all Contractors bidding on this job.

Initials

Date

General Notes:

- A. The Contractor shall be responsible for clean-up of all debris resulting from his work. Any debris removed from the jobsite, by the Contractor, shall be lawfully disposed of at an approved landfill site.
- B. The Contractor shall provide protection of his work.



- C. The Contractor's work shall be performed in accordance with a schedule established after the award of the project contract.

- D. The Contractor shall provide evidence of Worker's Compensation, Commercial General Liability, Owners and Contractor's Protective Liability and Automobile Liability insurances, in compliance with the Town's established limits.

Initials

Date

GENERAL PROVISIONS/INSTRUCTIONS TO BIDDERS

1. Bids, amendments or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the Bidder's sole responsibility to ensure that all required bid documents are received by the Town at the time indicated in this solicitation document. Any withdrawal request received after the time of bid opening must have proper approval of the Town Engineer and Purchasing Agent.

2. 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 (1986 Cum. Supp.) (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 Town reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the Town, or its agents, for its determination in this regard.

3. By submission of a bid, the Bidder guarantees that all goods and services meet the requirements of the solicitation during the contract period.

4. The Town reserves the right to award this solicitation by line item, by lot or by total using the award method that is in the best interest of the Town, unless stated otherwise elsewhere in this solicitation.

5. All amendments to and interpretations of this solicitation shall be in writing and issued by the Town Engineer and/or Purchasing Agent. The Town shall not be legally bound by any amendment or interpretation that is not in writing.

6. All Addendum and Award Notices will be posted on the Town's website: www.summervillesc.gov/302/Bids-RFPS, under the Formal Sealed Bids/Proposal/Quotes menu.



7. Drug Free Workplace: (Note: This clause applies to any resultant contract of \$50,000.00 or more.) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug Free Workplace Act. (See Act. No. 593, 1990 Acts and Joint Resolutions). By submission of a signed solicitation, you are certifying that you will comply with this act. (See Section 44-107-30).
8. This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Bidder to notify the Town, in writing, no later than five (5) business days prior to the scheduled due date and time.
9. The Town reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions or specifications deviation if deemed to be in the best interest of the Town.
11. Default: In case of default by the Contractor, the Town reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.
12. Price Condition: All prices shall be firm-fixed type, unless stated otherwise. Also, all submitted responses shall remain effective for a minimum period of ninety (90) calendar days.
13. Response Form: All responses shall be printed in ink or typewritten. When required, additional pages may be attached.

A "No Response" qualifies as a response; however, it is the responsibility of the Bidder to notify the Purchasing Agent if he receives solicitations that do not apply.
14. Response Period: All responses shall be good for a minimum period of ninety (90) calendar days.
15. Response Withdrawal: Any responses may be withdrawn prior to the established closing date and time, but not thereafter, without proper approval from the Town Engineer and Purchasing Agent.
16. Bidders' Qualifications: The Town reserves the right to request satisfactory evidence of the Bidder's ability to furnish services in accordance with the terms and conditions listed herein. The Town further reserves the right to make the final determination as to the Bidder's ability to provide said services.
17. Insurance Requirements: The Contractor shall not commence work under this bid until he has obtained all insurance listed within this section and the designated Town Official and



Town Attorney have approved such insurance coverage. Insurance certificates are required from the General Contractor, service providers and all subcontractors performing work on the project.

WORKER'S COMPENSATION INSURANCE: The Contractor shall provide and maintain during the life of this contract, the statutory Workers Compensation Insurance of \$1,000,000 as required by all applicable Federal, State, Maritime or other laws including Employers Liability for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Statutory Workmen's Compensation and Employer's Liability Insurance of \$1,000,000 for all of the latter's employees to be engaged in such work. The requirements for Worker's Compensation Insurance coverage will not be waived.

LIABILITY INSURANCE: The Contractor shall provide and maintain during the performance of work under this Bid, General Liability and Property Damage insurance in the following amounts, to protect himself, his agents and his employees from claims for damage for personal injury, including wrongful and accidental death and property damage which may arise from operations under this bid, whether such operations be performed by himself or his employees.

GENERAL LIABILITY \$1,000,000 Per Person /\$1,000,000 Each Occurrence
PROPERTY DAMAGE \$1,000,000 each Occurrence
AGGREGATE \$2,000,000

COMPREHENSIVE AUTOMOBILE LIABILITY. The Contractor shall provide and maintain during the performance of work under this bid, Comprehensive Automobile Liability Insurance, including protection for liability arising out of owned, non-owned and hired vehicles. The policy shall be extended to provide contractual coverage for the Hold Harmless Agreement, which is part of these Instructions to Bidders. The limits of liability shall be as follows:

BODILY INJURY \$1,000,000 Per Person/\$1,000,000 Each Occurrence
PROPERTY DAMAGE \$1,000,000 each Occurrence

EXCESS OR UMBRELLA LIABILITY with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Said insurance shall be written by a company or companies approved to do business in the state of South Carolina and acceptable to the Town. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the Town.

The Town, its officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the contract; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials,



employees or volunteers and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Town may possess.

Each insurance required by the Town shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party or reduced in coverage or in limits, except after thirty (30) days prior written notice has been given to the Town.

All certificates and endorsements must be received and approved by the Town within five (5) days after notification of the project award. It is required that the Town's Purchasing Agent receives an **original** certificate of insurance. Faxed copies are not acceptable. If you have any questions, please call 843-851-4205.

The Town shall withhold payments to the Contractor if the required certificates of insurance and endorsements are canceled or if the Contractor otherwise ceases to be insured as required herein.

18. Town Business License: The successful Contractor and any subcontractors, prior to execution of the contract, must possess or obtain a Town Business License. Such license must be maintained throughout the duration of the contract. Contact the Business License Department at (843) 851-4215 to determine the exact amount or to ask other pertinent questions regarding doing business within the Town.

19. Bid and Performance Bonds: Each proposal must be secured by a bid bond from an approved bonding or insurance company, authorized to do business in the State of South Carolina, in an amount not less than ten percent (10%) of the total bid amount. The Bid Bond must be duly executed by the Bidder, as principal, and issued by a surety authorized to conduct business in South Carolina. Upon award, the Town shall require from the Contractor a satisfactory bond or

security for the proper performance of the contract in an amount equal to the total amount of the award.

20. Bidders' Responsibility: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions relevant to the execution of the work outlined in this bid solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the awarded contract.

21. Exceptions and Deviations: Any bid that does not meet the specifications and design criteria must be accompanied by documentation identifying and justifying all exceptions and deviations.

22. Governing Laws: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a Circuit court for the First Judicial Circuit of Dorchester County, St. George, South Carolina. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.



23. 7 % S. C. Sales Tax: Shall be added to the purchase order resulting from this solicitation. However, lump sum bid responses shall **include** all applicable taxes as a separate line item.
24. Prompt Payment Discount Terms: Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
25. “Or Approved Equal”: Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparability. However, the Town reserves the right to select the items that, in its judgment, are best suited to its needs based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc. of the item bid if not exactly the same as the item specified. The Vendor’s stock number or catalog number is not sufficient to meet this requirement.
26. Contract Period (if applicable): The initial term of the Agreement shall be for a period of sixty (60) days. The Town reserves the right to extend the Agreement if it determines an extension is in its best interest; said extension will be set by the Town for a period appropriate to complete remaining work.
27. Award Process: The Town shall select the most competitive response on the terms which are considered to be most advantageous for the Town. However, final approval may rest with members of Town Council.
28. Rejection: The Town of Summerville reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared with the same or other bids if such action is in the best interest of the Town.
29. Correction of Errors on This Bid Form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out and any corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after the specified time for bid opening.
30. Non-Appropriation: If Summerville Town Council fails to appropriate or authorize the expenditure of sufficient funds to provide for the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Town.
31. Force Majure: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public



enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

32. Arbitration: Under no circumstances and with no exception will the Town act as an Arbitrator between the Contractor and any Sub-Contractor.
33. Indemnification: The Town, its officials and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the Town or failure of the Town to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
34. Guarantee: The Vendor/Contractor shall state his normal warranty and any extended warranties where available.
35. Save Harmless: (This General Condition **Does Not** Apply to Solicitations for Service Requirements). The successful bidder shall indemnify and save harmless the Town and its officials and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. The Bidder shall have no liability to the Town if such patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to the Bidder by the Town.
36. Publicity Releases: The Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Town.
37. Quality of Products: (This General Condition **Does Not** Apply to Solicitations for Printing or Service Requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging.
38. S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the

successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject himself to the



jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

39. Termination: Subject to the provision below, the contract may be terminated for any reason by the Town, provided a thirty (30) day advance notice in writing is given to the Contractor.
 - a. Termination For Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the Town without the required thirty (30) days advance written notice, then the Town may negotiate reasonable termination costs, if applicable.
 - b. Termination For Cause: Termination by the Town for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply. (See General Provisions #1 – Default)

40. Assignment: No contract or its provisions may be assigned, sublet or transferred without the written consent of authorized Town officials or employees.

41. Item Substitution: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). No substitutes will be allowed on an issued purchase order without permission from the Town.

42. Restriction/Limitations: No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.

43. Purchases From Other Sources: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). The Town reserves the right to bid separately any unusual requirements or large quantities of the items specified in the proposed contract.

44. Gratuities and Kickbacks
 - a. Gratuities: It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.



- b. Kickbacks: It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor or order.

NO BID RESPONSE FORM

Bid Number:	N/A	Bids will be received until: May 2, 2023 11:00 a.m.
Bid Title: 2023 Summer Resurfacing		
Mailing Date:	Direct Inquiries to: Scott McDonald	
Vendor Name:	FEIN/SS#:	
Vendor Address:		
City – State – Zip:		
Telephone Number:	Fax Number:	
Minority or Women Owned Business:		



Are you a certified Minority or Women-Owned business in the State of South Carolina? Yes No
 If so, please provide a copy of your certificate with your response.

Authorized Signature: _____ **Title:** _____
Date: _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

To submit a “**No Bid**” response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond, your name may be removed from the bidders list.

Please check statement(s) applicable to your “**No Bid**” response

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments: _____

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized him or herself with the information contained within this entire solicitation and applicable amendments, submits the attached bid, and other applicable information to the Town of Summerville, which I verify to be true and correct to the best of my knowledge. I further certify that this bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this bid. ***By submission of a signed bid, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

 Company Name, as registered with the IRS

 Authorized Signature

 Correspondence Address

 Printed Name



City, State, Zip

Title

Date

Telephone Number

Remittance Address

Fax Number

City, State, Zip

Cell Number

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

SC General Contractors License

SC Sales Tax Number

TYPE OF BUSINESS ENTITY (*check one*):

____ Individual/Sole Proprietor

____ Partnership

____ Corporation

____ Limited Liability Company

____ Other (*please specify*: _____)

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The Town of Summerville shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.



BID SCHEDULE
2023 Summer Resurfacing

Bid No.	Bid Item Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization	1	EA		
2.	Traffic Control	1	EA		
3.	Construction Stakes, Lines & Grades	1	EA		
4.	Asphalt Leveling Allowance	200	TON		
5.	Concrete Roll Curb Demo and Replace Allowance	1000	LF		
6.	Permanent Seeding Allowance	5	ACRE		
7.	Concrete (4") Sidewalk Demo and Replace	1000	LF		
Wickford Court					
8.	225 lbs/SY Type C Asphalt Surface Course	1,608	SY		
9.	Saw Cut Concrete Curb	780	LF		
10.	6" Underdrain	780	LF		
11.	Concrete Demolition and Removal	1,608	SY		
12.	2" Rolled Concrete Curb and Gutter	780	LF		
13.	Unclassified Excavation (18" Depth)	1,000	SY		
14.	Borrow Excavation	600	SY		
15.	Base Material (440 lbs/SY Type B Intermediate Course)	1,608	SY		
16.	Variable Milling for Leveling	530	SY		
Skidaway Road					
17.	225 lbs/SY Type C Asphalt Surface Course	1,652	SY		
18.	Saw Cut Concrete Curb	1,190	LF		



19.	6" Underdrain	1,190	LF		
20.	Concrete Demolition and Removal	1,652	SY		
21.	2" Rolled Concrete Curb and Gutter	1,190	LF		
22.	Unclassified Excavation (18" Depth)	1,000	SY		
23.	Borrow Excavation	600	SY		
24.	Base Material (440 lbs/SY Type B Intermediate Course)	1,652	SY		
25.	Variable Milling for Leveling	545	SY		
Five Iron Circle					
26.	170 lbs/SY Type C Asphalt Surface Course	3,637	SY		
27.	Surface Milling – 1.5"	3,637	SY		
28.	Full Depth Patch Allowance	83	SY		
29.	Asphalt Prime Coat	3,637	SY		
Kemper Lakes Court					
30.	170 lbs/SY Type C Asphalt Surface Course	1,494	SY		
31.	Surface Milling- 1.5"	1,494	SY		
32.	Full Depth Patch Allowance	75	SY		
33.	Asphalt Prime Coat	1,494	SY		
Afton Court					
34.	170 lbs/SY Type C Asphalt Surface Course	1,000	SY		
35.	Surface Milling- 1.5"	1,000	SY		
36.	Full Depth Patch Allowance	50	SY		
37.	Asphalt Prime Coat	1,000	SY		



Annandale Court

38.	170 lbs/SY Type C Asphalt Surface Course	1,039	SY		
39.	Surface Milling- 1.5"	1,039	SY		
40.	Full Depth Patch Allowance	52	SY		
41.	Asphalt Prime Coat	1,039	SY		

Barrington Court

42.	170 lbs/SY Type C Asphalt Surface Course	2,103	SY		
43.	Surface Milling- 1.5"	2,103	SY		
44.	Full Depth Patch Allowance	106	SY		
45.	Asphalt Prime Coat	2,103	SY		

Bonneau Court

46.	170 lbs/SY Type C Asphalt Surface Course	1,418	SY		
47.	1.5" Surface Milling	1,418	SY		
48.	Full Depth Patch Allowance	71	SY		
49.	Asphalt Prime Coat	1,418	SY		

Devon Court

50.	170 lbs/SY Type C Asphalt Surface Course	739	SY		
51.	Surface Milling – 1.5"	739	SY		
52.	Full Depth Patch Allowance	37	SY		
53.	Asphalt Prime Coat	739	SY		

Indigo Court



54.	170 lbs/SY Type C Asphalt Surface Course	1,261	SY		
55.	Surface Milling – 1.5”	1,261	SY		
56.	Full Depth Patch Allowance	64	SY		
57.	Asphalt Prime Coat	1,261	SY		

Merriweather Court

58.	170 lbs/SY Type C Asphalt Surface Course	1,074	SY		
59.	Surface Milling- 1.5”	1,074	SY		
60.	Full Depth Patch Allowance	54	SY		
61.	Asphalt Prime Coat	1,074	SY		

Shenandoah Court

62.	170 lbs/ SY Type C Asphalt Surface Course	1,506	SY		
63.	Surface Milling- 1.5”	1,506	SY		
64.	Full Depth Patch Allowance	76	SY		
65.	Asphalt Prime Coat	1,506	SY		

Newcastle Court

66.	170 lbs/SY Type C Asphalt Surface Course	1,729	SY		
67.	Surface Milling- 1.5”	1,729	SY		
68.	Full Depth Patch Allowance	87	SY		
69.	Asphalt Prime Coat	1,729	SY		

Palermo Avenue

70.	170 lbs/ SY Type C Asphalt Surface Course	652	SY		
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71.	Surface Milling- 1.5"	652	SY		
72.	Full Depth Patch Allowance	33	SY		
73.	Asphalt Prime Coat	652	SY		
Tuscany Court					
74.	170 lbs/ SY Type C Asphalt Surface Course	3,366	SY		
75.	Surface Milling- 1.5"	3,366	SY		
76.	Full Depth Patch Allowance	169	SY		
77.	Asphalt Prime Coat	3,366	SY		
Venezia Court					
78.	170 lbs/ SY Type C Asphalt Surface Course	1,151	SY		
79.	Surface Milling- 1.5"	1,151	SY		
80.	Full Depth Patch Allowance	58	SY		
81.	Asphalt Prime Coat	1,151	SY		
Napoli Court					
82.	170 lbs/ SY Type C Asphalt Surface Course	844	SY		
83.	Surface Milling- 1.5"	844	SY		
84.	Full Depth Patch Allowance	43	SY		
85.	Asphalt Prime Coat	844	SY		
Harth Place					
86.	170 lbs/ SY Type C Asphalt Surface Course	702	SY		
87.	Surface Milling- 1.5"	702	SY		



88.	Full Depth Patch Allowance	36	SY		
89.	Asphalt Prime Coat	702	SY		
Morgan Place					
90.	170 lbs/ SY Type C Asphalt Surface Course	690	SY		
91.	Surface Milling- 1.5"	690	SY		
92.	Full Depth Patch Allowance	35	SY		
93.	Asphalt Prime Coat	690	SY		
Melfi Alley					
94.	170 lbs/ SY Type C Asphalt Surface Course	160	SY		
95.	Surface Milling- 1.5"	160	SY		
96.	Full Depth Patch Allowance	8	SY		
97.	Asphalt Prime Coat	160	SY		
Tulip Street					
98.	170 lbs/ SY Type C Asphalt Surface Course	3,767	SY		
99.	Surface Milling- 1.5"	3,767	SY		
100.	Full Depth Patch Allowance	189	SY		
101.	Asphalt Prime Coat	3,767	SY		
Daisy Circle					
102.	170 lbs/ SY Type C Asphalt Surface Course	544	SY		
103.	Surface Milling- 1.5"	544	SY		
104.	Full Depth Patch Allowance	28	SY		



105.	Asphalt Prime Coat	544	SY		
Poppy Place					
106.	170 lbs/ SY Type C Asphalt Surface Course	645	SY		
107.	Surface Milling- 1.5”	645	SY		
108.	Full Depth Patch Allowance	33	SY		
109.	Asphalt Prime Coat	645	SY		
Daffodil Street					
110.	170 lbs/ SY Type C Asphalt Surface Course	1,718	SY		
111.	Surface Milling- 1.5”	1,718	SY		
112.	Full Depth Patch Allowance	86	SY		
113.	Asphalt Prime Coat	1,718	SY		
Wellington Road					
114.	170 lbs/SY Type C Asphalt Surface Course	1,639	SY		
115.	Surface Milling – 1.5”	1,639	SY		
116.	Full Depth Patch Allowance	82	SY		
117.	Asphalt Prime Coat	1,639	SY		
Sycamore Drive (S-18-418)					
118.	225 lbs/SY Type B Asphalt Surface Course	4,294	SY		
119.	Surface Milling- 2”	4,294	SY		
120.	Full Depth Patch Allowance	215	SY		
121.	Asphalt Prime Coat	4,294	SY		



122.	24" Wide Thermoplastic Stop Bars	24	LF		
Canal Street (S-18-473/437)					
123.	225 lbs/SY Type B Asphalt Surface Course	2,143	SY		
124.	Surface Milling- 2"	2,143	SY		
125.	Full Depth Patch Allowance	108	SY		
126.	Asphalt Prime Coat	2,143	SY		
127.	24" Wide Thermoplastic Stop Bars	12	LF		
128.	4" White Thermoplastic	1,928	LF		
129.	4" Double Yellow Thermoplastic	1,928	LF		
Martin Lane (S-18-435)					
130.	225 lbs/SY Type B Asphalt Surface Course	892	SY		
131.	Surface Milling- 2"	892	SY		
132.	Full Depth Patch Allowance	45	SY		
133.	Asphalt Prime Coat	892	SY		
134.	24" Wide Thermoplastic Stop Bars	24	LF		
135.	4" White Thermoplastic	1,784	LF		
136.	4" Double Yellow Thermoplastic	1,784	LF		
Elm Circle (S-18-266)					
137.	225 lbs/SY Type B Asphalt Surface Course	654	SY		
138.	Surface Milling- 2"	654	SY		
139.	Full Depth Patch Allowance	33	SY		
140.	Asphalt Prime Coat	654	SY		



Gahagan Road (S-18-339)					
141.	225 lbs/SY Type B Asphalt Surface Course	17,163	SY		
142.	Surface Milling- 2"	17,163	SY		
143.	Full Depth Patch Allowance	759	SY		
144.	Asphalt Prime Coat	17,163	SY		
145.	24" Wide Thermoplastic Stop Bars	60	LF		
146.	4" White Thermoplastic	18,406	LF		
147.	4" Double Yellow Thermoplastic	12,406	LF		
148.	Turn Lane Markings White Thermoplastic	8	EA		
Linwood Lane (S-18-522)					
149.	225 lbs/SY Type B Asphalt Surface Course	3,374	SY		
150.	Surface Milling- 2"	3,374	SY		
151.	Full Depth Patch Allowance	169	SY		
152.	Asphalt Prime Coat	3,374	SY		
Weber Road (S-18-395)					
153.	225 lbs/SY Type B Asphalt Surface Course	1,007	SY		
154.	Surface Milling- 2"	1,007	SY		
155.	Full Depth Patch Allowance	51	SY		
156.	Asphalt Prime Coat	1,007	SY		
Coralie Drive (S-18-806)					
157.	225 lbs/SY Type B Asphalt Surface Course	2,018	SY		



158.	Surface Milling- 2"	2,018	SY		
159.	Full Depth Patch Allowance	101	SY		
160.	Asphalt Prime Coat	2,018	SY		
Old Light Road/Berkeley Circle Improvements (S-8-275) (See Diagram)					
161.	Mobilization	1	EA		
162.	Construction Stakes, Lines, and Grades	1	EA		
163.	Removal and Disposal of Existing Pavement	39	SY		
164.	Removal and Disposal of Existing Curb	92	LF		
165.	Borrow Excavation	18	CY		
166.	Graded Aggregate Base Course (8" Thick)	52	SY		
167.	225 lbs/SY Type B Asphalt Intermediate Course	52	SY		
168.	225 lbs/SY Type B Asphalt Surface Course	52	SY		
169.	Concrete Curb and Gutter 18"	82	LF		
170.	Pedestrian Ramp Construction	2	SY		
171.	Detectable Warning Material	8	SF		
Jessen Street (S-18-222)					
172.	225 lbs/SY Type B Asphalt Surface Course	1,402	SY		
173.	Surface Milling- 2"	1,402	SY		
174.	Full Depth Patch Allowance	71	SY		
175.	Asphalt Prime Coat	1,402	SY		

TOTAL PRICE	\$
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The above unit prices include all labor, materials, equipment, haulage, services, overhead, profit, insurance, and other incidentals to cover the complete work.

Submittal of this bid indicates the Bidder's compliance with the specifications or explanation of deviations, if applicable. These specifications are the minimum requirements for the outlined scope of project work. **Any** and **ALL** exceptions to these specifications shall be noted. A full explanation of the deviation, as to what is proposed, shall be provided on a separate page entitled "Exceptions to Specifications".

Start date required after receipt of Notice to Proceed- _____

Will you offer a prompt payment discount? Yes or No (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the Town or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", ENTITLED "PAYMENT DISCOUNTS".

Bidder Checklist

- Completed Bid Schedule
- Bidder Registration Form
- Bid Bond
- Contractor's License
- Certificate of Familiarity
- Addendum's
- Proof of Liability Insurance
- Required Reference Information if Necessary
- Other: _____