

**INVITATION FOR BID
OVERLAY TYPE C ASPHALT (HMA)
FOR GEORGEANNA LANE
IFB 01-05-23-2019**

Sealed bid for RESURFACING OF GEORGEANNA LANE in Darlington County, South Carolina will be received by DARLINGTON COUNTY (hereinafter called the Owner) at One Public Square, Room 210, Darlington County Courthouse, Darlington, South Carolina **May 23, 2019 at 3:00 PM**. At that time and place, bids will be opened and read aloud in public.

The scope of work consists of placing approximately 6683 square yards of 165 lbs/sy. overlay of Type C asphalt (HMA) on Darlington County to a range of widths and lengths specified by the County.

Map and specifications can be obtained from Darlington County Roads and Bridges Department located at 2253 Rogers Road, Darlington, S.C. Please contact Jean Peele via email at jpee@darlcosc.net or by telephone at (843) 393-0287 or 398-4054 for directions or to request a copy of the map.

INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received and opened as specified in the Invitation to Bid.
 - a) The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.
 - b) Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.
2. **PREPARATION OF BID:** All Bids shall be on copies of the printed forms herein, and shall be for all labor, material and equipment required completing the work embraced in the contract in accordance with the Plans and Specifications.
 - a) Bids shall be typewritten or completed in ink. All blank spaces for bid prices must be filled in, in figures, or in both words and figures if so indicated in the Bid form. In addition, any other information requested in the Bid form must be completed. If requested in the Bid, each bidder

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shall show the make of materials and equipment used in his quotation. No change in equipment or materials will be allowed after bids are received without the written approval of the Engineer.

- b) Each bidder shall acknowledge receipt of all addenda in the spaces provided in the Bid form. It shall be each Bidder's responsibility to assure himself that all addenda have been received. No claim for failure to receive addenda will be considered.
 - c) On the first sheet of the Bid form, the bidder shall write his name and address, and Contractor's License Number. In South Carolina, where a mechanical contract amounts to \$10,000 or more, the name and license number of the subcontractor shall also be shown.
 - d) Each Bid must be submitted in a sealed envelope, addressed to the Owner along with the name of the project for which the bid is submitted. The bidder shall also show his name and license number and subcontractor's name and mechanical license number, if required, on the outside of the envelope. Failure to show the required license numbers may result in rejection of bid, unopened. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope.
 - e) No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (SC Code of Laws as amended in 1976, Chapter 11, Sections 40-11-10 through 40-11-428). Contractors shall have a classification of Asphalt Paving (AP).
3. **INQUIRIES AND ADDENDA-** All questions concerning this bid are to be submitted in writing via fax, electronic mail, or regular mail to Portia E. Davis, Procurement Analyst, to the address listed below, no later than **May 2, 2019 by 3:00 PM**. Please refer all questions in writing about this Bid to: pdavis@darco.sc.net or to the mailing address below. All inquiries and responses will be distributed to all vendors known to have received the Bid document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this bid.

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**Procurement Analyst
Portia E. Davis
1 Public Sq. Room 210
Darlington, SC 29532**

4. **TELEGRAPHIC MODIFICATION:** Any bidder may modify his bid by telegraphic communication, at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time; and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. **BIDDERS QUALIFICATIONS:** To be acceptable to the Owner, bidders must be skilled in the class of work on which they bid, and no bid will be considered from any bidder who is unable to show that he has actually performed considerable work of similar character to that on which he is bidding.
 - a) The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

 - b) The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

6. **BID GUARANTY:** The Bid must be accompanied by a Bid guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest

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issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Owner. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the Contract Documents.

- a) Revised Bids submitted before the opening of Bids whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
 - b) Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders will be returned as soon as practical after the opening of the Bids.
7. **EXECUTION OF CONTRACT:** The bidder to whom an award is made shall execute and deliver to the Owner a written contract on the form attached hereto within seven (7) days after notice of award has been received. The successful bidder will also be required to provide a Performance Bond and SCDHEC Co-Permittee Agreement (if applicable) before proceeding with the work.
8. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his failure or refusal to execute and deliver the contract required within seven (7) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
9. **TIME OF COMPLETION AND LIQUIDATED DAMAGES:** The bidder must agree to commence work within the time stipulated in the Bid Form and to fully complete the project within the time stipulated in the Contract. Bidders must also agree to pay as liquidated damages the amount set forth in the Contract for each consecutive calendar day that the work is incomplete after the date of completion, plus the cost of those agents representing the Owner who are engaged in the project after the scheduled completion date.
10. **EXAMINATION OF PROJECT:** Each of the bidders shall fully familiarize himself with the List of Roads, Specifications, soil properties and

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other conditions relating to the project to insure complete understanding of all the details involved. He shall satisfy himself as to the actual conditions and requirements of the work by personal examination of its location or other means, so as to enable him to make up his bid intelligently and to advantage. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to complete the provision of his contract. No allowance will be made for any claims that a bid was based on incomplete information as to the nature and character of the sites and of the work involved.

11. INTERPRETATIONS OF SPECIFICATIONS: No interpretation of the meaning of the Specifications or other documents will be made to any bidder orally prior to the receipt of bids.

- a) Any request for such interruption shall be in writing addressed to the Owner. To be given consideration, such requests must be received at least seven (7) days prior to the scheduled date for opening bids. Any such interpretations or supplemental instructions will be issued in the form of addenda to the Contract Documents which will be faxed or mailed to all persons receiving a set of documents, not later than five days prior to the date for opening of bids.
- b) Failure of any bidder to receive such addenda shall not relieve him of any obligation under his Contract Documents.

12. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The work comprises approximately the quantities shown in the Bid Form which will be used as a basis for comparison of bids and not for final estimate.

- a) The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.
- b) The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 10% of the work contemplated, at the unit prices quoted in the Bid.

13. POWER OF ATTORNEY: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

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14. **LAW AND REGULATIONS:** The bidder's attention is directed to the fact that all applicable State laws, local ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. **METHOD OF AWARD:** Contracts will be awarded to the low bidder whose bid, in conjunction with any combination of alternates, appears to serve the best interest of the Owner; provided that such low bidder is considered by the Owner to be responsible and capable of performing the work. Quality and performance of equipment and materials will be evaluated, in conjunction with price, as important considerations in determination of award to the low bidder. The Owner reserves the right to accept or reject, in whole or in part, such bids as appears in its judgment to be in their best interests, or to waive any informalities in the bidding. Notice of intent to award shall be available at the County administrative offices within three business days of the bid opening.

16. **OBLIGATION OF BIDDER:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to this bid. No bids may be withdrawn for a period of sixty (60) days after actual date of the opening of bids.

17. **PAYMENT & PERFORMANCE BONDS:** (Only required for bids greater than \$50,000). Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

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BID**

Place: Darlington County Administration Project No. 38565
One Public Square, Room 210 Bid No. 01-05-23-2019
Darlington, SC 29532

Time: 3:00 PM
Date: May 23, 2019

FROM: Bidder _____
Address _____
Contractor's License No. _____

TO: DARLINGTON County (Hereinafter called the OWNER)

The scope of work consists of placing approximately 6683 square yards of 165 lbs/sy. overlay of Type C asphalt (HMA) on Darlington County to a range of widths and lengths specified by DARLINGTON COUNTY, SOUTH CAROLINA having examined the Roads and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including soil conditions and the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, of which this Bid is a part.

The Bidder hereby declares that the only person or persons interested in the Bid as principal(s) is, or are, named herein and that no other person has any interest in the Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid; and that is in all respects fair and in good faith without collusion or fraud.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with the Owner, in the attached form of contract; to furnish all materials, equipment, tools, apparatus, means of transportation, and labor necessary thereto, and to complete the construction of the proposed facilities in full and complete accordance with the Plans, Specifications, and Contract Documents, to the full and entire satisfaction of the

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Owner and Engineer, at the prices listed below. Bidder agrees bids may not be withdrawn for a period of sixty (60) days after actual date of the opening of bids.

Bidder further agrees to commence work on the date stipulated in the notice to proceed and to fully complete the project within the number of consecutive calendar days thereafter as listed below. Bidder also agrees to pay as liquidated damages, the sum as listed below for each consecutive calendar day thereafter that the project remains incomplete as provided in the Standard General Conditions.

Completion Time

120 Days from award date

Liquidated Damages

\$200 per day

Names of equipment and material suppliers, proposed subcontractors and other information requested herein must be shown. Failure to do so may result in rejection of the Bid.

The amounts listed on the Bid Schedule include all labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, taxes, etc., to cover the finished work in place.

Unit prices and/or lump sums are shown on the Bid Schedule below. In case of error in extension, the Unit Price shall govern rather than the Amount. Where Lump Sum Amounts are bid, the amount for each bid item shall govern rather than the total of any several items.

The work comprises approximately the quantities shown in the Bid Schedule which will be used as a basis for comparison for bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

Bidder agrees to perform all work described in the Specifications and Plans, for the following unit prices and/or lump sum amounts.

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BID SCHEDULE

NOTE: Bids shall include all applicable taxes, fees, mobilization, traffic control and testing.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1.	Asphalt (165lb/sy) (Type C)	6683 sq. yds.	\$	\$

The Bidder further proposes and agrees hereby to commence the work with adequate forces and equipment within ten (10) days after being notified by the Owner to proceed, and to complete the work within the specified time.

Respectfully submitted,

Contractor: _____

By: _____

Title: _____

Address: _____

Zip Code: _____

Telephone No.: _____

Seal - (If Bid is by a Corporation)

FAX No.: _____

Date: _____

License Number: _____

Proposed Sub-Contractors:

Name

Address

Type and Extent of Work

DBE/WBE

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Yes / No

Yes / No

Yes / No

Bidder acknowledges receipt of the following addenda:

No. _____ _____ _____ _____
Date _____ _____ _____ _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good, and may not be withdrawn, for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within seven (7) days. The bid security attached in the sum of (5% of Bid Amount)

(\$ _____), is to become the property of the Owner in the event the contract is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

**ASPHALT CONCRETE
SPECIFICATIONS**

Scope:

The work consists of furnishing all mobilization, traffic control, materials, “prep-work,” labor, equipment, and plant necessary to complete approximately 225 lbs per sy, Type B hot- laid asphalt concrete on a prepared base by the owner as directed by the County between the months of September 2018 through December 2018. A map and a list of approximate square yards to be paved have been provided. **The Contractor shall schedule paving within 20 calendar days of receiving notice and shall give the County 48 hours notice before paving begins.** All paved roadway construction shall be done in accordance with applicable section of the latest South Carolina Department of Transportation (SCDOT) Standard Specifications for Highway Construction (Std. Specs), except as noted. Contractor shall have an

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SCDOT certified roadway technician on site at all times to perform and certify required roadway testing, and an SCDOT Level 1 laboratory technician perform and certify required laboratory testing.

Specifications:

For Resurfacing, 165lbs/sy of Type C asphalt will be used: This work shall consist of a Surface Course Type C composed of mineral aggregate and asphalt cement and constructed on a prepared surface in accordance with section 403 of the SCDOT Std. Specs and conforming to the lines, grades dimensions, thickness (minimum 165 lb/sy) and typical cross section shown on the plans or as otherwise specified by the County. A liquid anti-stripping agent meeting the requirements of section 401.02.A of the SCDOT Std. Specs and approved by the County may be used in lieu of hydrated lime. The work done hereunder shall be guaranteed to be free from defects, for a period of one year from the date of acceptance thereof

Payment:

Overlay of Type C Asphalt, 165 lbs/sy asphalt will be paid for at the unit price per actual square yards based on field measurements which shall include asphalt cement in the paving mixture, all costs of mobilization, traffic control, manufacture, transportation, placement, compaction, protection, site cleanup, in place and for all testing, labor, equipment, tools, maintenance and incidentals necessary to complete the work. Price adjustments will be made and shall be calculated based on monthly SCDOT fuel and asphalt index. CONTRACTOR SHALL PROVIDE ASPHALT WEIGHT TICKETS AND DOCUMENTATION OF ALL REQUIRED SCOOT ASPHALT TESTING (ROADWAY AND LABORATORY) BEFORE PAYMENT IS RELEASED.

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**CONSTRUCTION CONTRACT
STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON**

THIS CONTRACT made and entered into on the XX day of XXXXX by and between **XXXXXXXXX (Company)**, Party of the First Part, and DARLINGTON COUNTY, Party of the Second Part:

WITNESSETH:

That the Party of the First Part, for the consideration hereinafter fully set out, hereby agrees with the Party of the Second Part as follows:

That the Party of The First Part shall, at his own cost and expense furnish all materials and all equipment and perform all the work necessary for the **XXXXXXXX** DARLINGTON COUNTY, SOUTH CAROLINA according to the requirements of the solicitation number **XXXXXXXX**, the Specifications, and other documents, which are made a part hereof as is fully contained herein, to the full satisfaction of the Party of the Second Part.

That the Party of the First Part shall commence the work to be performed under this contract at a date provided for in the Bid and shall fully complete all work hereunder from XXXXXX - XXXXXX. The Party of the First Part further agrees to pay as liquidated damages the sum of \$ 200.00 for each consecutive calendar day thereafter.

The Party of the Second Part hereby agrees to make payment to the Party of the First Part for work faithfully performed under this Contract at the prices quoted in the BID amounting to the estimated sum of XXXXXX the said amount being subject to subtractions and/or additions as provided for in the Bid and Specifications.

The Party of the First Part shall submit pay requests to the Party of the Second Part no more than once per month. The Party of the Second Part shall make partial payment within sixty (60) days of receipt to the Party of the First Part on the basis of the pay request and the Party of the Second Part's duly approved estimate of work performed, less ten percent (10%) of such estimate, which will be retained until completion of the work.

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Within sixty (60) days after completion by the Party of the First Part of all work covered by this Contract, and the acceptance of such work and equipment by the Party of the Second Part, and upon submission by the Party of the First Part of evidence satisfactory to the Party of the Second Part that all payrolls, material bills and other liabilities incurred by the Party of the First Part in connection with the construction of the work have been paid in full, the balance due on this Contract will be paid the Party of the First Part.

The Party of the First Part hereby guarantees the work done to be free from defects, for a period of one year from the date of acceptance thereof.

During the year of guarantee, the Party of the First Part shall correct any defects that may develop in work done or material and equipment furnished under this Contract, but he will not be responsible for injury thereto due to improper handling or maintenance. Should the Party of the First Part fail to correct defects in the work or equipment within a reasonable time after being notified of them, the Party of the Second Part may proceed to correct them and charge the cost against the Party of the First Part, who shall be liable therefore together with his bonding company.

IN WITNESS WHEREOF: The Parties hereto have executed this Contract on the day and date first above written, in two (2) counterparts, each of which shall, without proof of accounting for the other counterparts, be deemed an original Contract.

Signed and sealed in the Presence of

Witness

By: _____

Title: _____

DARLINGTON COUNTY

Witness

By: _____

Title: County Council, Chairman