



REQUEST FOR BIDS

For

CHESTER COUNTY

SALUDA STREET EMA PARKING LOT

Advertisement Date: Friday, August 12, 2022

Project Number: 22-54.02

Bids Due: Thursday, September 8, 2:00 PM

Type: HMA Paving, Fencing and Miscellaneous Related Items at EMA Building
located at 127 Saluda Street, Chester, South Carolina

Engineer: INFRASTRUCTURE CONSULTING & ENGINEERING (ICE)

Contractor: _____

Address: _____

**IF YOU DOWNLOAD THIS DOCUMENT,
PLEASE EMAIL BILL COLEMAN AT
BILL.COLEMAN@ICE-ENG.COM
SO THAT YOU CAN RECEIVE ANY
ADDENDA OR OTHER MODIFICATIONS
THAT MAY BE ISSUED AT A LATER DATE**

Table of Contents

SECTION I: NOTICE TO CONTRACTORS:	6
SECTION II: CHESTER COUNTY DOCUMENTS	7
REQUEST FOR BID:	8
SCOPE OF SOLICITATION:	9
INSTRUCTIONS TO OFFERORS:	9
GENERAL INSTRUCTIONS:	9
DEFINITIONS:	9
COMPETITIONS:	9
COUNTY AS PROCUREMENT AGENT:	10
ADMENDMENTS TO SOLICITATION:	10
PROPOSAL AS OFFER TO CONTRACT:	10
DUTY TO INQUIRE:	10
QUESTIONS FROM OFFERORS:	10
RESTRICTIONS APPLICABLE TO OFFERORS:	10
PROPRIETARY/CONFIDENTIAL INFORMATION:	10
DO NOT OMIT TAXES FROM PROPOSAL:	11
SIGNING YOUR OFFER:	11
DEADLINE FOR SUBMISSION OF OFFER:	11
SUBMITTING YOUR OFFER OR MODIFICATIONS:	11
PUBLIC OPENING:	12
RESPONSIVENESS/IMPROPER OFFERS:	12
AWARD:	12
AWARD NOTIFICATION:	12
PROTESTS:	13
SPECIAL INSTRUCTION:	13
PRE-PROPOSAL CONFERENCE - NOT REQUIRED/REQUIRED:	13
SUBMISSIONS OF QUESTIONS:	13
ADDITIONAL INFORMATION INQUIRIES:	13
ADMINISTRATIVE RULES FOR RFP:	13
TERMINOLOGY:	13
AMENDMENTS:	13
DISCUSSIONS/NEGOTIATIONS:	13
PREPARATION OF PROPOSAL:	13
CORRECTIONS MADE BY OFFEROR:	14
COUNTY RESPONSIBILITY TO PROPOSAL:	14
OFFERORS RESPONSIBILITIES:	14
WITHDRAWAL OF PROPOSALS:	15
MINIMUM QUALIFICATIONS:	15
REJECTION OF OFFERS:	15
EVALUATION OF PROPOSALS:	15
EVALUATION CRITERIA:	16
DISCUSSIONS WITH RESPONSIVE OFFERORS:	16
ORAL PRESENTATION:	16
NOTIFICATION OF INTENT OR STATEMENT OF AWARD:	16
UNSUCCESSFUL OFFERORS:	16
RIGHT TO PROTEST:	16
TERMS AND CONDITIONS:	17
AFFIRMATIVE ACTION:	17
ASSIGNMENT:	17
CONTRACT AMENDMENTS:	17
COMPLIANCE WITH LAWS:	17
FORCE MAJEURE:	17
INDEMNIFICATION:	17
LEGAL OR CONSULTANT SERVICES:	18
PAYMENT FOR GOODS & SERVICES:	18
PRIME CONTRACTOR RESPONSIBILITY:	18
RECORDS RETENTION & RIGHT TO AUDIT:	18

CONTINUED TABLE OF CONTENTS

SC LAW CLAUSE:	18
SUBCONTRACTING:	18
TERMINATION:	18
OFFEROR RESPONSIBILITY:	19
OWNERSHIP OF MATERIAL:	19
SOUTH CAROLINA SALES TAX:	19
PROHIBITION OF GRATUITIES:	19
SCOPE OF WORK/SPECIFICATIONS:	19
CALENDAR OF EVENTS:	20
SOLICITATION AVAILABLE TO VENDORS:	20
OFFEROR'S QUESTIONS DUE:	20
OFFEROR'S QUESTIONS ANSWERED:	20
DEADLINE FOR RECEIPT OF OFFERS:	20
HIGHEST RANKED PROPOSAL SELECTED (IF RFP):	20
PRESENTATION TO COUNCIL:	20
SECTION III: EXHIBITS:	21
NON-COLLUSION AFFIDAVIT:	22
CERTIFICATE OF FAMILIARITY:	23
REQUEST FOR WRITTEN RESPONSE:	24
"NO RESPONSE" RESPONSE FORM:	25
SECTION IV: BID DOCUMENTS	26
BID BOND:	27
BID FORM:	28
SECTION V: GENERAL CONDITIONS & CONTRACT	33
GENERAL CONDITIONS:	34
FORM OF AGREEMENT:	39
PERFORMANCE BOND:	44
PAYMENT BOND:	45
SECTION VI: SPECIAL PROVISIONS	46
DEFINITION AND TERMS:	47
ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION	47
SUBSTANTIAL COMPLETION OF WORK:	47
STANDARD DRAWINGS:	47
STANDARD DRAWING ERRATA:	48
AWARD OF CONTRACT:	50
PROPOSAL ITEMS AND QUANTITIES	50
CONSTRUCTION STAKES, LINES, AND GRADES	50
QUALIFIED PRODUCT LISTINGS:	50
DBE PARTICIPATION:	50
CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING:	51
INSURANCE REQUIREMENTS:	51
RETAINAGE:	51
PROMPT PAYMENT CLAUSE:	51
MANUFACTURERS MATERIALS CERTIFICATION AND CERTIFIED TESTS:	51
REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS:	52
REQUIRED COMPLIANCE CONCERNING ILLEGAL ALIENS:	52
CONTRACT TIME AND EXTENSION OF CONTRACT TIME:	52
FAILURE TO COMPLETE WORK ON TIME	52

CONTINUED TABLE OF CONTENTS

WORK SCHEDULE:	52
WARRANTY:.....	52
CLEANUP:	52
BID DOCUMENTS:.....	52
CHAINLINK FENCE:.....	53
ELECTRIC GATE:	53
WALK-IN GATE:.....	53
PATCHING:.....	53
HMA:	53
ASPHALT CURB:	53
SIDEWALK REMOVAL:.....	53
SECTION VII: SUPPLEMENTAL SPECIFICATIONS.....	54
ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:.....	55
PROMPT PAYMENT CLAUSE:	59
SECTION VIII: PROJECT INFORMATION	60
ESTIMATED QUANTITIES BY ROAD:.....	61

SECTION I: NOTICE TO CONTRACTORS

PROJECT NAME: SALUDA STREET EMA PARKING LOT

PROJECT NUMBER: 22-54.02

PROJECT LOCATION: 127 Saluda Street, Chester, SC

BID BOND/SECURITY: Required at 5% of the Bid Amount

PERFORMANCE BOND: Required at 100% of the Bid Amount

PAYMENT BOND: Required at 100% of the Bid Amount

DBE PARTICIPATION: Encouraged at 5% or Greater

DESCRIPTION OF PROJECT: HMA Paving, Fencing and Miscellaneous Related Items at EMA Building located at 127 Saluda Street, Chester, South Carolina

AGENCY/OWNER: Chester County, 1476 J.A. Cochran Bypass, Chester SC 29706

ENGINEER: Infrastructure Consulting & Engineering (ICE) 121 Midlands Court, West Columbia SC 29169
Project Manager, Bill Coleman Email: bill.coleman@ice-eng.com Cell 803-261-5581

QUESTIONS: All questions, requests, and correspondence shall be addressed to the Project Manager, Bill Coleman. All questions concerning the Bid Documents shall be in writing and submitted by **September 5, 2022**. All answers and questions will be sent to all known plan holders.

PLANS AND BIDDING DOCUMENTS: Chester County Procurement Office, ICE, Columbia, South Carolina

PLAN DEPOSIT: Bid Documents may be obtained as electronic copy from the engineer or the county website at no charge. \$100.00 nonrefundable fee for hard copy

BID CLOSING AND OPENING: **Thursday, September 8, 2:00 PM**

BID SUBMITTAL: Submit Sealed Bids clearly marked "RFB: 22-54.02" with the bidder's name, address, and South Carolina contractor license number on the envelope to: Chester County Government Complex Executive Board Room, Attn: Ms. Susan Cok, Director of Contracts and Purchasing, 1476 J A Cochran Bypass, Chester SC 29706

SUBSTANTIAL COMPLETION: Project will be completed and ready for final inspection is May 31, 2023

SECTION II: CHESTER COUNTY DOCUMENTS



Chester County, South Carolina

REQUEST FOR BID

Solicitation: RFB: 22-54.02

Description: SALUDA STREET EMA PARKING LOT

Using Governmental Unit: Chester CTC

Procurement Officer: Ms. Susan M. Cok

Issue Date: August 12, 2022

CLOSING DATE AND TIME: Thursday, September 8, 2022, 2:00 PM

CLOSING LOCATION: Chester County Government, **Council Chambers**
1476 J.A. Cochran Bypass, Chester SC 29706

Return Proposal To:

*Chester County
Office of Purchasing
PO Drawer 580
Chester, SC 29706
Phone (803) 581-2829*

Express / Hand Carry To:

*Chester County
Office of Purchasing
1476 J.A. Cochran Bypass
Chester, SC 29706*

***** Solicitation Number and Opening Time must be shown on outside of sealed envelope *****

NUMBER OF COPIES TO BE SUBMITTED: One (1) original

PROCUREMENT FOR:

HMA Paving, Fencing and Miscellaneous Related Items at EMA Building located at 127 Saluda Street, Chester, South Carolina

The above solicitation number shall be shown on the front of the sealed envelope in which this proposal response is submitted. Chester County assumes no responsibility for unmarked envelopes being considered for award. Only one (1) proposal per envelope. Authorized company representative is required to sign in ink below on this page in the space provided. Any proposal not signed will be automatically rejected. It is requested that completed proposals be either typewritten or handwritten in black ink only. Facsimiles are not acceptable. If County offices are closed due to inclement weather, the proposal response shall be opened at the same scheduled hour on the 3rd working day (excluding County observed holidays) after the scheduled proposal opening date. Subject to the conditions, provisions and the enclosed information, sealed proposals will be received at this office until the stated date and time and then publicly opened.

The Term "Offer" Means Your "Bid" or "Proposal"

Susan M. Cok

Susan M. Cok
Director of Contracts and Procurement

In compliance with the request for proposal, and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items proposed.

AUTHORIZED SIGNATURE	PRINT NAME	DATE	
COMPANY NAME	PHONE	FAX	
MAILING ADDRESS	STATE	ZIP CODE	
EMAIL ADDRESS	FEDERAL TAX NO.		

I. SCOPE OF SOLICITATION

It is the intent of the County of Chester, South Carolina Purchasing Department to Solicit proposals for:

SALUDA STREET EMA PARKING LOT

In accordance with all requirements stated herein.

SOLICITATION OUTLINE

- I. Scope of Solicitation**
- II. Instructions to Offerors**
 - A. General Instructions**
 - B. Special Instructions**
- III. Administrative Rules for RFP**
- IV. Terms and Conditions**
- V. Scope of Work / Specification**
May be Blank if Bidding Schedule / Cost Proposal Attached
- VI. Calendar of Events**
- VII. Exhibits**

II. INSTRUCTIONS TO OFFERORS

A. General Instructions

1.0 DEFINITIONS

- 1.01** Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions see the terms and conditions below.
- (1) **AMENDMENT** – means a document issued to supplement the original solicitation document.
 - (2) **COUNTY** – means the County of Chester South Carolina.
 - (3) **BUYER** – means the Procurement Officer.
 - (4) **COVER PAGE** – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the cover page.
 - (5) **OFFER** – means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
 - (6) **OFFEROR** – means the single entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal as Offer to Contract.”
 - (7) **PROCUREMENT OFFICER** – means the person, or his successor, identified as such on the Cover Page.
 - (8) **YOU and YOUR** – means Offeror.
 - (9) **SOLICITATION** – means this document, including all its parts, attachments, and any Amendments.
 - (10) **USING GOVERNMENTAL UNIT** – means the Using Governmental Unit(s) identified on the Cover Page.
 - (11) **SUBCONTRACTOR** – means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

2.0 COMPETITION

- 2.01** This solicitation is intended to promote competition. If any language, specifications, items and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Purchasing Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.

3.0 COUNTY AS PROCUREMENT AGENT

- 3.01** Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, The County Council Chairman, County Manager or the Contracts and Procurement Director are the only government officials authorized to bind the government with regard to this procurement. Purchasing Liability, the Procurement Officer is an employee of the County acting in behalf of the Using County Unit(s) pursuant to the County Procurement Code. Any contracts awarded as a result of this procurement are between the contractor and the Using County Unit(s). The Procurement Office is not a party to such contracts, unless and to the extent that the procurement office is a using county unit, and bears no liability for any party's losses arising out of relating in any way to the contract.

4.0 ADMENDMENTS TO SOLICITATION

- 4.01** The solicitation may be amended at any time prior to opening. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by letter, or by submitting a bid that indicates in some way that the bidder received the amendment.

5.0 PROPOSAL AS OFFER TO CONTRACT

- 5.01** By submitting your Proposal, you are offering to enter into a contract with the County. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity: "joint bids" are not allowed.

6.0 DUTY TO INQUIRE

- 6.01** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the County's attention.

7.0 QUESTIONS FROM OFFERORS

- 7.01** Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. The County seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

8.0 RESTRICTIONS APPLICABLE TO OFFERORS

- 8.01** By submitting an Offer, you agree not to discuss this procurement activity in any way with any Using Governmental Unit or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

9.0 PROPRIETARY/CONFIDENTIAL INFORMATION

- 9.01** Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. No information,

materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

- 9.02** All offerors must visibly mark as "Confidential" each part of their proposal, which they consider containing proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:

1. Customer lists
2. Design recommendations and identification of prospective problem areas under an RFP
3. Design concepts, including methods and procedures
4. Biographical data on key employees of the offeror

- 9.03** MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.

10.0 DO NOT OMIT TAXES FROM PROPOSAL

- 10.01** Do not omit any taxes in your price the County may be required to pay. Enter as separate Line item.

11.0 SIGNING YOUR OFFER

- 11.01** Every Offer must be signed by an individual with actual authority to bind the Offer.

11.02 If the Offeror is an individual, the offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.

11.03 If the Offeror is a partnership, the Offer must be submitted in the partnership names, followed by the words "by its Partner," and signed by a general partner.

11.04 If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

11.05 An Offer may be submitted by a joint venture involving any combination of individuals, partnerships or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs 11.02 through 11.04 above for each type of participant.

11.06 If an Offer is signed by an agent, other than as stated in subparagraphs 11.02 through 11.05 above the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

12.0 DEADLINE FOR SUBMISSION OF OFFER

- 12.01** Any offer received after the procurement officer of the County or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the county mail room which services the purchasing office prior to bid opening.

13.0 SUBMITTING YOUR OFFER OR MODIFICATIONS

- 13.01** Offers and offer modifications shall be submitted in sealed envelopes or packages:

- (1) Addressed to the office specified in the Solicitation.
- (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror.

- 13.02** Each Offeror must submit the number of copies indicated on the Cover Page.

- 13.03** Offerors using commercial carrier service shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs 13.01. (1) and 13.01. (2) of this provision when delivered to the office specified in the Solicitation.

13.04 Facsimile Offers, modifications, or withdrawals will not be considered unless authorized by the solicitation.

Any proposals received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of proposals, which are mailed.

ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE ONCE DAILY AROUND 9:30 AM (EXCLUDING WEEKENDS AND HOLIDAYS).

14.0 PUBLIC OPENING

14.01 Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last amendment, whichever is applicable. Proposals received one minute after the designated time will be considered late and will be rejected. Proposals will be opened at that time.

15.0 RESPONSIVENESS / IMPROPER OFFERS

15.01 Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

15.02 Multiple Offers. Offers may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted, each must be submitted separately. If this solicitation is A Request for Proposal, each separate Offer must include a separate price proposal.

15.03 Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the County cannot be determined. Offerors will not be given an opportunity to correct any material non-conformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [§11-35-1520 (13)]

15.04 Unbalanced Bidding. The County may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the County even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

16.0 AWARD

16.01 The award of the project is conditional not only upon the proposal but also upon the qualifications of the offeror and the offer's ability to complete the project within the time frame. It is the intent of the County to award these projects to the most responsive, responsible Offeror. Considering budget restraints, it is possible that sufficient funds may not be available for all projects. Therefore, the County reserves the right to negotiate with the most responsive offeror, and award as many projects as possible. The award can be made to one or a multiple of vendors, whichever is in the best interest of the County, or unless otherwise stated on bidder's schedule. All ties will be resolved by the flip of a coin.

17.0 AWARD NOTIFICATION

17.01 Notice regarding the County's intent to award a contract will be posted in the County Purchasing Office. The date and location of posting will be announced at opening. A bidder that requires a copy of the award notification must supply a self-addressed, stamped envelope.

18.0 PROTESTS

18.01 Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest in writing within fifteen (15) days of the date of issue of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of contract shall protest within fifteen (15) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the Contracts and Procurement Director, and shall set forth the grounds of the protest and

the relief requested with enough particularity to give notice of the issues to be decided §11-35-4210] Direct all correspondence to Director Contracts and Procurement, P. O. Drawer 580, Chester, South Carolina, 29706.

B. SPECIAL INSTRUCTIONS

1.0 PRE-PROPOSAL CONFERENCE – NOT REQUIRED / REQUIRED

2.0 SUBMISSIONS OF QUESTIONS

2.01 Primary Contact for Questions Regarding This Solicitation

Please respond, in writing, **no later than September 5, 2022**, any questions you have regarding this Solicitation. Written responses should be directed to Bill Coleman, Project Manager, bill.coleman@ice-eng.com.

3.0 ADDITIONAL INFORMATION INQUIRIES

3.01 All inquiries concerning this RFP should be directed, in writing, to:

Bill Coleman, Project Manager
Bill.coleman@ice-eng.com
121 Midlands Court
West Columbia, SC 29169

III. ADMINISTRATIVE RULES FOR THE RFB

1.0 TERMINOLOGY

1.01 The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

2.0 AMENDMENTS

2.01 All amendments to and interpretations of this solicitation shall be in writing. Chester County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing offeror responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

3.0 DISCUSSIONS/NEGOTIATIONS

3.01 By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the Director of Contracts and Procurement or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Director of Contracts and Procurement.

4.0 PREPARATION OF PROPOSAL:

4.01 PROPOSAL FORMAT

Your proposal should be in the following order:

- (1) Name and contact information of person responsible for the proposal
- (2) Proposal
- (3) Compensation (in a separate sealed envelope)

4.02 All proposals should be complete and carefully worded and should convey all of the information requested by Chester County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, Chester County and Chester County alone will be the judge as to whether that variance is significant enough to reject the proposal.

- 4.03** Proposals should be prepared simply and economically, providing a straightforward, concise description of offerors capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 4.04** Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- 4.05** If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.
- 4.06** Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP document, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP will govern.

5.0 CORRECTIONS MADE BY OFFEROR

- 5.01** Offerors are cautioned not to obliterate, erase, or strike over any printed material as set forth in this Request for Proposal. In quoting prices, wherever Offeror has made an error and has corrected, all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.

6.0 COUNTY RESPONSIBILITY TO PROPOSAL

- 6.01** This Solicitation does not commit Chester County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

7.0 OFFERERS RESPONSIBILITIES

- 7.01** Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an Offeror find discrepancies, ambiguities, or omissions in proposal documents, or should the Offeror be in doubt as to their meaning, Offeror shall at once request written clarification from the Director of Contracts and Procurement. The person submitting the Proposal shall be responsible for its prompt delivery. Any interpretation or clarification of the proposal documents will be made in writing to all persons.
- 7.02** Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful Offeror from the obligation to comply, in every detail, with all provisions and requirements of the request for proposal.
- 7.03** No proposal will be considered from any firm or individual that has failed to perform acceptably on any other contract with the County.
- 7.04** If the Offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signor's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the Offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signor's official capacity and authority shall be shown. If the Offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the Offeror

is doing business. In any case, the proposal shall show the current business address of the Offeror, which is to be used for receiving communications from the County.

8.0 WITHDRAWAL OF PROPOSALS

- 8.01** An Offeror may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, by communicating the purpose in writing to the Director of Contracts and Procurement, 1476 J A Cochran Bypass, Chester SC 29706. When received, said proposal surety, if applicable, will be returned to the Offeror unopened. Notification of withdrawal is the sole responsibility of the Offeror.

9.0 MINIMUM QUALIFICATIONS:

- 9.01** The County reserves the right to determine whether Offerors have the minimum qualifications to complete the project. The determination by the County concerning Offeror qualifications shall be final.

10.0 REJECTION OF OFFERS

- 10.01** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Offerors and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.

11.0 EVALUATION OF PROPOSALS

- 11.01** An evaluation committee will be established in order to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Director of Contracts and Procurement to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the offerors. The Contract and Procurement Director shall then negotiate a proposed contract with the highest qualified offeror. At the time the proposed contract is negotiated, the offeror and the Evaluation Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of the County of Chester. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified offeror and so on. The Committee will make appropriate recommendation to the Chester County Council prior to actual award of contract. In evaluating the proposals, the County reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.
- 11.02** Each proposal will be evaluated on the content of the offeror's proposal, i.e., the burden of information clarification and research rests solely on each offeror's effort and will be considered a reflection of interest and efficiency.
- 11.03** During the review process, the review panel shall have the right to request from offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the proposal.
- 11.04** The County reserves the right to contact an offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.
- 11.05** Proposals, which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal, will be classified as "acceptable". Proposals found not to be acceptable will be classified, as "unacceptable" and no further discussion concerning it will be conducted.

12.0 EVALUATION CRITERIA

- 12.01** The County of Chester intends to award a contract resulting from this request for proposal to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration price and other evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals. Chester County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.
- 12.02** Proposals will be reviewed and evaluated by the review panel based upon the evaluation factors, in addition to price, which are listed below:
1. Organizational Experience and Capabilities
 - a. Background, experience, and qualifications
 - b. Financial Stability
 - c. Organizational Management
 - d. Personnel Qualifications
 2. Technical Quality of Proposal
 - a. General Approach and understanding of project.
 3. References
 4. Price Factor (to be computed by Contracts and Procurement Director).

13.0 DISCUSSIONS WITH RESPONSIVE OFFERORS:

- 13.01** Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals.

14.0 ORAL PRESENTATION

- 14.01** Each offeror who submits a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to ensure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.
- 14.02** Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Director of Contracts and Procurement, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

15.0 NOTIFICATION OF INTENT OR STATEMENT OF AWARD:

- 15.01** In order to receive a copy of the Notification of Intent to Award or Statement of Award you must enclose a self-addressed stamped envelope. Notification will not automatically be provided.

16.0 UNSUCCESSFUL OFFERORS:

- 16.01** Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of return items will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received, all materials will be destroyed.

17.0 RIGHT TO PROTEST:

- 17.01** Any prospective offeror or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Director of Contracts and Procurement within fifteen (15) days of the date of issuance of the Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual offeror or contractor, who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the Director of Contracts and Procurement within fifteen (15) days of the notification of intent to award or statement of award.

IV. TERMS AND CONDITIONS

1.0 AFFIRMATIVE ACTION

- 1.01** 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 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.

2.0 ASSIGNMENT

- 2.01** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Chester County Purchasing Office.

3.0 CONTRACT ADMENDMENTS

- 3.01** Amendments to any contract between the agency and the contractor must be reviewed and approved by the Chester County Purchasing Office.

4.0 COMPLIANCE WITH LAWS

- 4.01** The Contractor shall keep fully informed of all existing and future State and Federal Laws and Municipal Ordinances and Regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report same to the Director of Contracts and Procurement, in writing. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and Decree's; and he shall protect and indemnify the County, its officers, and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree whether by themselves or their employees.

5.0 FORCE MAJEURE:

- 5.01** 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 subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

6.0 INDEMNIFICATION

- 6.01** The Contractor and any of its Subcontractors shall indemnify, defend, hold harmless and reimburse the County, its agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the Contractor, its subcontractors, officers, agents and employees, or relating to or arising out of the performance or failure to perform by the Contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

7.0 LEGAL OR CONSULTANT SERVICES:

7.01 If this contract is for legal services, it is subject to the provisions of Section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a state agency or institution shall include a provision which requires completion of all services. The Provision shall further require that in the event all services are not fully rendered as provided for in the contract, any Monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve (12) percent penalty".

8.0 PAYMENT FOR GOODS & SERVICES:

8.01 Payment for goods and services received by the County will be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.

9.0 PRIME CONTRACTOR RESPONSIBILITY:

9.01 The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The County will consider the contractor to be the sole point of contact with regard to contractual matters.

10.0 RECORDS RETENTION & RIGHT TO AUDIT:

10.01 The County shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of and pursuant to, S.C. Code Section 11-3220. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the contract or. The County may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the County. Pertaining to all audits, contractor shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes a no cost to the County.

11.0 SC LAW CLAUSE

11.01 Upon award of a contract under this proposal, 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 offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, County of Chester, 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.

11.02 The County shall promptly notify the Contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The Contractor upon receipt of such notice shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the County from defending its own interest.

12.0 SUBCONTRACTING

12.01 If any part of the work covered by the RFB is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the County. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

13.0 TERMINATION

13.01 *For Cause:* In the event of material breach by Contractor, County shall give written notice specifying the material breach. County would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation, which impairs the utilization or value of the property to the County, would be regarded by the County as a material breach. Upon receipt of such notice, if Contractor has not begun correction of the material breach within two (2) days or has not substantially corrected the material

breach within ten (10) days of receipt of written notice, County shall have the right to terminate unilaterally and immediately services hereunder without further notice. County reserves the right to purchase any and all services or other items thereafter in the open market, charging the Contractor with any additional costs. Should such charge be assessed, no subsequent bids or proposals of the defaulting contractor will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where contractor provides or seeks to provide any services for a price higher than that specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other materials in the possession of County or scheduled for delivery to County relating to performance hereunder shall become the property of County. County's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

- 13.02 *Non-Appropriation:*** If the Chester County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the 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 County.

14.0 OFFEROR RESPONSIBILITY

- 14.01** The Contractor shall provide all of the proposed work and services as finally agreed upon and accepted by the County of Chester. Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

15.0 OWNERSHIP OF MATERIAL

- 15.01** All Proposals submitted in response to this document become the property of the County of Chester. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

16.0 SOUTH CAROLINA SALES TAX:

- 16.01** By submission of a signed bid/proposal, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.

17.0 PROHIBITION OF GRATUITIES

- 17.01** Section 8-13-420 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgment shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220. "Gratuities in any form are strictly prohibited.

V. SCOPE OF WORK/SPECIAL INSTRUCTIONS

HMA Paving, Fencing and Miscellaneous Related Items at EMA Building
located at 127 Saluda Street, Chester, South Carolina

Special Instructions

- Only one person per company will be allowed at the bid opening.
- Bid opening will be held in Council Chambers.

*****Please include the following with your bid proposal:**

- **Pages 1, 8, and all Section III - Exhibits of this document completed.**
- *****Bid name, RFB number, and your company name need to be shown on the outside of the bid package.**
- **W-9 – unless you are already a current vendor of Chester County Government.**

VI. CALENDAR OF EVENTS

SOLICITATION AVAILABLE TO VENDORS	August 12, 2022
OFFEROR'S QUESTIONS DUE	September 5, 2022
OFFEROR'S QUESTIONS ANSWERED	ASAP
DEADLINE FOR RECEIPT OF OFFERS	September 8, 2022, @ 2:00 PM
LOCATION FOR RECEIPT OF OFFERS	Chester County Government Council Chambers 1476 J A Cochran Bypass Chester, SC 29706

SECTION III - EXHIBITS

NON-COLLUSION AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

_____, deposes and says that:
(Name of Offeror)

1. He/She is the _____ of the Offeror that has submitted the attached proposal;
(Title)
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Offeror nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm or person to submit a collusive sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal price of any other Offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of CHESTER or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Authorized Signature _____

Printed Name _____

Witnessed by me this ____ day of _____, 2022

Signature _____

Company _____

Printed Name _____

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. 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. ***By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*** I further certify that this bid is good for a 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

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS**TO: Bill Coleman, Project Manager, Email: bill.coleman@ice-eng.com****RFB No.: 22-54.02****Deadline for submitting questions: September 5, 2022**

OFFEROR NAME AND ADDRESS:

DATE: _____

CONTACT PERSON: _____

FAX #: _____

EMAIL: _____

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE. USE BLANK SECOND PAGE, IF NECESSARY)

SOLICITATION NUMBER: 22-54.02

PROCUREMENT: Saluda Street EMA Parking Lot

"NO RESPONSE" RESPONSE FORM

To submit a **"No 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 this bidders list. **In order to ensure that the County file has current information, or if you wish to be added to Chester County's Vendor Listing. You must also return the Certificate of Familiarity form completed in its entirety.**

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your **"No 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:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

_____/_____
Telephone Fax

SECTION IV: BID DOCUMENTS

ALL PAGES OF THIS SECTION MUST BE SUBMITTED

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, a (___ corporation, ___ partnership, ___ individual) duly authorized by law to do business as a construction contractor in the State of South Carolina, and _____, as Surety, a corporation duly authorized to transact surety business under the Law of the state of South Carolina, are held and firmly bound unto Chester County as obligee, in the penal sum of: Five Percent (5%) of the Bid Amount for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the project named:

SALUDA STREET EMA PARKING LOT

RFB NO.: 22-54.02

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bonds as may be specified in the bidding or Contract Documents with good and sufficient surety acceptable to the Oblige, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 2022.

PRINCIPAL**SURETY**

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

BID FORM**Section One****SALUDA STREET EMA PARKING LOT**

BY SUBMITTING THIS BID, THE UNDERSIGNED BIDDER REPRESENTS:

- A. that he has carefully examined the plans and specifications with the related documents and visited the site of the Project for which he is submitting a Bid.
- B. that he is familiar with all the conditions surrounding the performance of the Work required for this Project, including the availability of materials, equipment, supplies and labor, and has visited the site and is therefore familiar with all physical conditions affecting the work and has considered same in calculating his bid
- C. that, if he is awarded the Contract, he will provide all labor, material, supplies. And equipment and execute the Work in accordance with the Contract Documents.
- D. that, if awarded the Contract he will commence work after the issuance of a "Notice to Proceed" as required herein.
- E. that, if awarded the Contract, he agrees that if the Work or any part thereof is not completed according to the specifications and terms of the Contract Documents and within Contract Time (including any extension thereof), he and his sureties will be liable for Liquidated Damages in accordance with the Contract.
- F. that he will hold his Bid open for sixty(60) calendar days after the date Bids are opened or else forfeit the Bid Security to the Owner.
- G. that, if awarded the Contract, he will provide a Performance Bond and a Payment Bond together with insurance coverage as required herein.
- H. that he understands that the Owner reserves the right to reject any Bids which do not meet the Bid Requirements, or all Bids in the event that the Project is canceled or postponed, or if such is in the best interests of the County.
- I. that if awarded the Contract the successful Bidder will enter and execute a contract as required herein.
- J. that the Bidder is legally able to enter into and perform a contract, if awarded.
- K. that the Bidder is current on all taxes and fees owed to the County.
- L. that the bidder agrees to commence work upon issuance of Notice to Proceed with an adequate force, carry the work forward as rapidly as possible, and complete the Project as required by the Special Provisions. .
- M. that the bidder agrees that in the case of failure or refusal on his part to execute the Contract within five (5) calendar days after the issuance of a Notice of Award, the check, cash, or Bid Bond accompanying this Bid shall be paid into the funds of the County's account set aside for this Project, as liquidated damages, and not as penalty, for such failure; otherwise the check, cash, or Bid Bond accompanying this Bid shall be returned to the undersigned.

- N.** that the unit price per ton, square yard, linear foot, etc., must reflect all materials, supplies, equipment, supervision, labor costs, quality control services, and sales tax necessary to complete the project. All costs for grading, sweeping, cleaning, shaping, tacking, compacting, etc.; shall also be included in the unit bid price.
- O.** that the unit price per ton, square yard, linear foot, etc., must reflect all materials, supplies, equipment, supervision, labor costs, quality control services, and sales tax necessary to complete the project. All costs for grading, sweeping, cleaning, shaping, tacking, compacting, etc.; shall also be included in the unit bid price.
- P.** that he acknowledges and understands that all Contractor "As Bid" unit measures for the various Project Elements will be reviewed by The County and, where any discrepancies are noted The County reserves the right to advise the bidder and make the necessary corrections and thereby adjust the Contractor's sum total bid amount accordingly. All adjustments, if any, will be predicated on work measurement as represented on the plans. We shall have the option to decline any reasonable unit measure adjustment that will reflect an increase in our base bid. Therefore, it is understood that unless declined, any adjustments reflecting an increase in the element costs will, when adjusted, reflect an overall increase in the base bid and will be considered in determining the most responsive
- Q.** that the undersigned, certify that this Bid does not violate Federal or State Antitrust Laws and I have received and read the Request for Bids and understand that this Bid is subject to all conditions thereof. A signature below indicates that the Offeror herein, his agents, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the Contract herein.
- R.** that the undersigned certifies that the Contractor 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 complying with the requirements set forth in Title 44, chapter 107.

FEDERAL IDENTIFICATION NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

 (Classification) (Sub-Classification) (Limitations)

 (S.C. Contractor's License Number)

BID FORM**Section Two****SALUDA STREET EMA PARKING LOT****BID OF (Contractor)**_____**Date of Bid: September 8, 2022 @ 2:00 PM**

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Bonds and Insurance	LS	1		
2	Mobilization	LS	1		
3	8' Commercial Chain Link Privacy Fence	LF	446		
4	4' Walk-thru Commercial Gate	EACH	1		
5	12' Elec Powered Gate - 90% Turn w/Posts	EACH	2		
6	Handicapped Parking Spaces w/Symbol -Blue	EACH	2		
7	Handicapped Signs with Posts - Installed	EACH	2		
8	4" White Lines Thermoplastic - 90 Mil	LF	500		
9	2" HMA Surface Course Type C	SY	1880		
10	4" High Handmade Asphalt Curb	LF	400		
11	Sidewalk Removal	SY	15		
12	Patching	SY	185		
13	24" Stop Bars Thermoplastic - 125 Mil	LF	16		
				TOTAL:	

(Grand Total in Words)

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in of the General Conditions.

BID FORM
Section Three

SALUDA STREET EMA PARKING LOT

LISTING OF SUBCONTRACTORS

Any bidder in response to this Request for Bids shall set forth in his bid the name and location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

Failure to list specified subcontractors shall render the prime Contractor's bid non-responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents.

Listing of Subcontractors

Subcontractor: _____
Work to be undertaken: _____
Place of Business: _____
Principal: _____
License No _____

Subcontractor: _____
Work to be undertaken: _____
Place of Business: _____
Principal: _____
License No _____

Subcontractor: _____
Work to be undertaken: _____
Place of Business: _____
Principal: _____
License No _____

Subcontractor: _____
Work to be undertaken: _____
Place of Business: _____
Principal: _____
License No _____

BID FORM
Section Four

SALUDA STREET EMA PARKING LOT

Respectfully submitted this ____ day of _____, 2022.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

Email Address: _____

Principal of Company (e.g., Name of President, General Partner, Owner, etc.)

State of Incorporation: _____

Business Address: _____

City, State, Zip Code

Telephone Number _____

Fax Number _____

Contractor's Federal Tax I.D. No.: _____

S.C. Contractor's License No.: _____

S.C. Bidder's License No.: _____

ACKNOWLEDGMENT OF RECEIPT OF AGENDA:
(If more addenda are issued, then add to the list.)

Addendum No.1 dated: _____

Addendum No.2 dated: _____

Addendum No.3 dated: _____

SECTION V: GENERAL CONDITIONS AND CONTRACT

GENERAL CONDITIONS

1. BID INSTRUCTIONS AND SUBMITTAL:

- a. The County shall not accept responsibility for unidentified bids.
- b. In the event that a bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such bid shall immediately inform the Procurement Officer or his/her assistant who shall, in the presence of another of equal rank or above, immediately contact the vendor submitting the bid.
- c. The vendor so contacted will be informed as to the circumstances and shall be invited to come to the office of Procurement to reseal and submit or withdraw the bid, if the vendor elects to reseal and submit the bid, such vendor shall be required to sign, date and indicate the time of resealing on the bid envelope. If the vendor directs the Procurement Office to reseal the bid, both the employee making the contact to the vendor and the owner witness present, shall sign, date and indicate the time of sealing on the bid envelope.
- d. In the event that the Procurement Office is directed by the vendor to return the bid, a statement properly witnessed stating the action taken and when, shall be duly filed.
- e. All prices and quotations shall be entered in ink or typewritten and shall remain firm for no less than sixty (60) days from the date of the bid. Mistakes may be crossed out and corrections inserted adjacent there to and shall be initialed in ink by the person signing the bid. The bidder shall insert the net price per stated unit and the extension against each item, which he/she proposed to deliver. The price shall include in the grand total column all delivery charges, installation and applicable taxes when necessary.
- f. Bids Will Not Be Considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws as amended).
- g. Bids Will Not Be Considered unless sealed accompanied by a bidder's bond, for 5 percent (5%) of the amount of the bid. Bid bond will be duly executed by the bidder as principal & having as surety thereon a surety company licensed to do business in the State of South Carolina. Successful bidder will be required to furnish a satisfactory performance & payment bond each in the amount of 100 percent (100%) of the bid.
- h. The County Reserves the Right to accept or reject any & all responses, to waive technicalities & informalities, to negotiate further with the Contractor of its choice, & to request additional information, to interview & to make an award deemed in its own best interest.

All submittals shall become property of the County & is subject to the Freedom of Information Act (FOIA) regulations.

2. AMBIGUOUS BIDS: Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
3. COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Chester County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
4. BIDDER'S QUALIFICATIONS: Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the Owner are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render

prompt and satisfactory service in the volume called for under this contract. All bidders for road paving and grading must be on the SCDOT list of approved contractors.

5. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. No bid shall be withdrawn for a period of sixty (60) days after the schedule closing time for the receipt of bids. The County reserves the right to award contracts for a period of sixty (60) days.
6. SUBMISSION OF DATA: Each bidder, upon request, shall submit evidence of Liability Insurance, Workmen's Compensation (if required), and other data regarding experience relating to this bid and proposes to satisfy the requirements of this solicitation and fulfillment of a contract.
7. ACCIDENTS: The vendor shall hold the County harmless from all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the County or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the County reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
8. MATERIALS REQUIRED: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications and without validating the remainder of order.
9. "OR APPROVED EQUAL" CLAUSES: Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade 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 comparison. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County, 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 the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from that specifically mentioned in the specifications, he/she shall submit with his bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the County to compare the material specified; and, such material will be given due consideration. The County reserves the right to insist upon and receive the items as specified, if the submitted items do not meet the County's standards for acceptance.
10. PATENTS: The vendor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or uncopyrighted composition, secret process, article or appliance furnished or used under this bid.
11. INSTALLATION: Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the County. The vendor shall be responsible providing an appropriate

amount of lead-in to equipment requiring electrical, water or other basic service. The County will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packing, crating, and other letter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her equipment.

12. **GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material is discovered during the guarantee period, the vendor shall, immediately, upon notification by the County, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.
13. **CONFLICTS IN SPECIFICATIONS:** When contract language or specifications are in conflict, the Engineer shall choose the language/specification that is applicable to the project condition covered, and shall generally choose the more stringent, restrictive, or costly language/specification.
14. **SERVICE FACILITIES:** In considering the services bid upon, the County shall take into consideration past performance of existing work and installations, service and facilities provided by the bidder. The bidder shall have available a local organization that is trained in proper construction methods.
15. **COMPETITION:** There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the United States Government Contract price without any liability because the State is exempt from provisions of the Robinson-Patman Act and other related laws.
16. **ASSIGNMENT:** No contract may be assigned, sublet, or transferred without a written consent of the Procurement Officer.
17. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder shall be held responsible thereof.
18. **INCORPORATION BY REFERENCE:** The contents of this Request for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this Project.
19. **PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:**
 - a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) or on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the Engineer.
 - b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the County representatives(s) may recommend that the necessary work be performed and

charge the cost to the Contractor.

20. **SAFETY AND PROTECTION:** Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

21. **SECURITY REQUIRED:**

- a. **Bid Security** – Each Bid must be accompanied by a Bid Bond acceptable to the County. Bid Bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. Bid Bonds shall be payable to the County, shall be for at least five (5%) percent of the total amount of the Bid, and shall serve as a guaranteed deposit that the bid will be carried out to the complete satisfaction of the County.
- b. **Forfeiture of Bid Security** – Nonperformance by the successful Bidder, or its failure to execute the Contract and meet performance and payment bond requirements and insurance requirements within five (5) calendar days after issuance of Notice of Award, shall result in its bid security being forfeited as liquidated damages, and the Notice of Award and Contract will be rescinded and awarded to another Bidder. Withdrawal or attempted withdrawal of a Bid after the closing date and time but prior to sixty (60) calendar days after the closing date may also result in forfeiture of bid security.
- c. **Return of Bid Security** – Bid security will be returned to all bidders after the successful Bidder has executed the Contract and delivered all required bonds and insurance certificates. Unsuccessful Bidders will not be entitled to any interest earnings on returned funds.
- d. **Payment and Performance Security**
 - i. The successful Bidder shall provide Performance and Payment Bonds, in a form satisfactory to the County (see Attached “Sample Forms”), in the following amounts no later than at the time of execution of the Contract:
 - Payment Bond: 100% of the total amount of the Contract.
 - Performance Bond: 100% of the total amount of the Contract.
 - ii. The aforesaid Payment and Performance Bonds must be issued by a corporate surety registered and authorized to do business in South Carolina and must be counter-signed by a licensed, authorized South Carolina agent.
 - iii. Attorneys-in-fact who sign Bid Bonds or Performance Bonds must file with each Bond a certified and effective, dated copy of their power of attorney.
 - iv. The time to be covered by the Performance Bond shall commence on the date of execution of any contract resulting from this RFB and terminate upon final payment to Bidder by County. The time to be covered by the Payment Bond shall commence on the date of execution of any contract resulting from this RFB and terminate twelve (12) months after the date of final acceptance of the Work by the County.
 - v. Contractor shall execute the attached Form of Agreement upon contract award.

22. CHANGE ORDER

- a. A Change Order is a written order to the Contractor, signed by the authorized County representative, directing changes in the work within the provisions of the Contract.
- b. A Change Order is used to change contract quantities for items with unit prices, provide for incentives, penalties, and adjustments for unit price items as provided in the original Contract, delete contract items, and revise contract time.
- c. A Change Order may include written agreement made and entered into by and between the Contractor and the Owner, covering alterations and unforeseen work incidental to the proper completion of the project, when such work is paid for at an agree unit or lump sum price. Such Change Order becomes a part of the Contract when approved and properly executed.

23. PERMITS/LICENSING: It shall be the responsibility of the contractor to comply with County Ordinances by securing necessary permits and licenses.

24. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between CHESTER COUNTY ("Owner") and
 _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **HMA Paving, fencing and Miscellaneous Related Items at EMA Building, 127 Saluda Street, Chester, South Carolina.**

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

SALUDA STREET EMA PARKING LOT

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Infrastructure Consulting & Engineering (ICE), (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

a. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

a) Dates for Substantial Completion and Final Payment

Project will be completed and ready for final inspection on May 31, 2023.

b) Liquidated Damages

a. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined in the bid documents:

a. For all Work other than Unit Price Work, a lump sum of: \$ N/A
 All specific cash allowances are included in the above price.

- b. For all Unit Price Work, an amount equal to the sum of the established unit price for each
- c. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Bonds and Insurance	LS	1		
2	Mobilization	LS	1		
3	8' Commercial Chain Link Privacy Fence	LF	446		
4	4' Walk-thru Commercial Gate	EACH	1		
5	12' Elec Powered Gate - 90% Turn w/Posts	EACH	2		
6	Handicapped Parking Spaces w/Symbol -Blue	EACH	2		
7	Handicapped Signs with Posts - Installed	EACH	2		
8	4" White Lines Thermoplastic - 90 Mil	LF	500		
9	2" HMA Surface Course Type C	SY	1880		
10	4" High Handmade Asphalt Curb	LF	400		
11	Sidewalk Removal	SY	15		
12	Patching	SY	185		
13	24" Stop Bars Thermoplastic - 125 Mil	LF	16		
			TOTAL:		

(Grand Total in Words)

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

Engineer will generate pay estimate and submit to contractor for approval prior to sending to owner for approval and payment.

6.02 Progress payments; Retainage

- a. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- b. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions.
- c. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- d. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- e. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine

in accordance with the General Conditions and less 95 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- a. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in the General Conditions shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR RESPONSIBILITIES

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - b. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - c. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - d. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - e. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - f. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - g. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 Contents
- a. The Contract Documents consist of the following:
 - b. This Agreement
 - c. Performance bond
 - d. Payment bond
 - e. General Conditions
 - f. Standard Specifications and Drawings as referenced in the bid documents.
 - g. The contents of the Request for Bids, including all drawings, attachments, specifications, and any addenda
 - h. Drawings consisting of 0 pages.
 - i. Addenda (numbers 0 to __, inclusive).
 - j. Exhibits to this Agreement (enumerated as follows):
 - k. Contractor's Bid
 - l. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - m. Notice to Proceed
 - n. Work Change Directives.

- o. Change Orders.
- p. The documents listed in paragraph 9.01.a are attached to this agreement (except as expressly noted otherwise above)
- q. There are no contract documents other than those listed in this Article 9.
- r. The contract documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- a. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- a. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- a. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- a. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- a. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS, WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, (Which is the Effective Date of the Agreement).

OWNER:

Chester County, South Carolina

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

PO Drawer 580

Chester SC 29706

CONTRACTOR:

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attaches evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence Of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto **Chester County**, 1476 J A Cochran, Chester SC 29706, as obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has entered into a certain contract with the Owner, dated _____ day of _____, 2022, for the construction of: **SALUDA STREET EMA PARKING LOT**

in accordance with the Drawings and Specifications prepared by Infrastructure Consulting & Engineering (ICE), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____, 2022.

PRINCIPAL**SURETY**

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal, hereinafter called Principal, and _____, as Surety, hereinafter called Surety, are held and firmly bound unto **Chester County**, 1476 J A Cochran Bypass, Chester SC 29706, as obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain contract with the Owner, dated _____ day of _____, 2022, for the construction of **SALUDA STREET EMA PARKING LOT**

in accordance with the Drawings and Specifications prepared by Infrastructure Consulting & Engineering (ICE), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - c) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, Postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - d) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 2022

PRINCIPAL

(Seal)

Bidder's Name and Corporate Seal

By: _____

Signature and Title

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

SECTION VI: SPECIAL PROVISIONS

SPECIAL PROVISIONS

PROJECT NUMBER

RFB 22-54.02

COUNTY

CHESTER

This project is to be constructed under the South Carolina Department of Transportation's Specifications for Highway Construction Edition of 2007, the South Carolina Department of Transportation's 2004 Construction Manual, and the Supplemental Technical Specifications in effect at the time of the letting, and the following Special Provisions.

DEFINITION AND TERMS:

Delete Paragraph 101.3.27, (the) Engineer, of the 2007 Version of the Standard Specifications for Highway Construction in its entirety and replace with the following:

Chester County, acting directly or through his duly authorized representative, such representative acting within the scope of particular assigned duties or authority. On this Project the firm of Infrastructure Consulting & Engineering (ICE) shall function as the Engineer's duly authorized representative with authority as described in Section 105, "CONTROL OF WORK", of the Standard Specifications for Highway Construction, latest Edition.

The project Owner is CHESTER COUNTY. In the specifications where the terms "SCDOT" or "Department" or other like terms are used to describe the facility Owner, it shall be interpreted as meaning Chester County, as appropriate.

Add "Notice-to-Proceed" to Section 101 as follows:

Notice-to-Proceed. A written notice to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor may start to perform obligations under the Contract Documents.

It is the intentions of the owner to have the Contractor begin work on this project as soon as practical. The owner anticipates that an award and contract will be issued within two weeks after bids are received. The owner will require that the completed contract, bonds, insurance and other information required by the contract shall be completed within two weeks after bids are received.

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:

See attached Supplemental Specification dated **January 1, 2018** on **page 55**.

SUBSTANTIAL COMPLETION OF WORK:

Substantial Completion of Work is the point in the project when work has been constructed to the typical section in the Plans over the entire length of the project including tie-ins, all pay items have been installed in reasonable conformance with the plans and specifications over the entire length of the project and all lanes of traffic are open to the public in their final configuration with the final applications of thermoplastic and raised pavement markers with the only remaining work to be performed being punch list items.

Contractor shall have the work substantially complete on **May 31, 2023**.

STANDARD DRAWINGS:

The Bidders are hereby advised that this project shall be constructed using the latest Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at http://www.scdot.org/doing/sd_disclaimer.shtml. All drawings that are updated are labeled with their effective letting date in red.

The Standard Drawings are available to purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room G-19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system are hereby updated to the

new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers.

STANDARD DRAWING ERRATA:

The Bidders are hereby advised that the following note changes apply to the published Standard Drawings:

On sheet **000-205-05**, add the following information under the columns below:

OLD DRAWING NAME	NEW DRAWING NAME
720-905-01 to 720-905-05	720-901-01 to 720-993-32

On sheet **605-005-05**, replace entire text of General Note #4 with the following text:

e) The square footage of sign panels attached to 2½" x 2½" 12-gauge sign support secured to a 3" x 3" 7-gauge breakaway anchor shall not exceed 20 square feet.

On sheet **610-005-00**, revise the following information as noted below:

Add **(OPTIONAL)** underneath "TRUCK MOUNTED ATTENUATOR" adjacent to the illustration.

A chart, entitled "Truck Mounted Attenuator", displaying the minimum length of buffer space required when a truck mounted attenuator is not utilized.

The buffer area illustration has been updated to illustrate the requirements necessary when a truck mounted attenuator is utilized and the requirements necessary when a truck mounted attenuator is not utilized.

Underneath the section entitled "PORTABLE TRUCK MOUNTED ATTENUATOR", update Note 4 to read as follows:

A trailer mounted advance warning arrow panel may be utilized in advance of the work area when this traffic control setup is utilized for asphalt concrete placement operations.

On sheet **610-405-00**, revise the following information as noted below:

Add **(OPTIONAL)** underneath "LEAD VEHICLE" adjacent to the illustration.

The "WORK VEHICLE" signing requirements have been updated. When the "LEAD VEHICLE" is omitted, the first "WORK VEHICLE" in the work train will also include the signing requirements specified for the "LEAD VEHICLE" in addition to the standard signing requirements for the "WORK VEHICLE".

Note 2 of the "Operation Notes" have been updated to describe the requirements for the "WORK VEHICLE" when the "LEAD VEHICLE" is omitted from the work train.

On sheet **720-305-00**, delete the entire note directly above main detail: ~~If sidewalk exists, the driveway opening should...~~

On sheet **720-405-00** section B replace dimension 2'-6" maximum with: 2'-6" minimum

On sheet **720-901-01** replace note 5.04 with:

5.04 When a mid-block crossing is required, consider mid-block staggered crossing (720-955-41) to encourage eye contact between the pedestrian and the oncoming traffic. Always angle the stagger so that the pedestrian travels through the refuge facing the oncoming traffic.

On sheet **722-305-00** Detail 4 replace note "French Drain see note 21" with: French Drain see note 4.5.

On sheet **722-305-00** table 722-305A, 4th column, change the following: Delete ~~(SF)~~

Replace text "up to 36" with "up to 3'X3' "

Replace text "larger than 36" with "larger than 3'X3' "

On sheet **804-105-00** Title Block replace text "Riprap (Bridge End)" with: Riprap (Bridge End)

On sheet **805-325-00** detail 2 replace text "rectangular washers (FWR03) See 805-005-00" with: "rectangular washers (FWR03) See 805-090-00"

On sheet **805-325-00** change text of note 5 to the following:

f) For project specific requirements such as additional offset blocks, extra length posts, and post attachment details, see Project Plans. Include all costs of project specific requirements in the

Guardrail Thrie-Beam Bridge Connector pay item.

On sheet **805-330-00** detail 2 replace text “rectangular washers (FWR03) See 805-005-00” with: “rectangular washers (FWR03) See 805-090-00”

On sheet **805-330-00** change text of note 4 to the following:

- g) For project specific requirements such as additional offset blocks, extra length posts, and post attachment details, see Project Plans. Include all costs of project specific requirements in the Guardrail Thrie-Beam Bridge Connector pay item.

On sheet **805-510-00** detail 3 replace guardrail base plate note with the following: See standard drawings 805-655-xx for guardrail base plate options.

On sheet **805-655-M1** replace note 30.4 with the following:

30.4 Install adhesive anchors to a depth sufficient to develop a minimum factored (reduced) ultimate tensile capacity of 21 kips per anchor bolt. Increase minimum embedment shown in detail 4 as required by adhesive manufacturer’s recommendations for the existing material properties, anchor bolt pattern, edge conditions, and any other design reduction.

On sheet **805-811-01** Type 11A barrier wall reinforcement add the following note:

Provide reinforcement equal to the stem reinforcement and bending details shown for the Type 11B concrete barrier (drawing 805-811-02).

On sheet **000-205-05**, add the following information under the columns below:

OLD DRAWING NAME	NEW DRAWING NAME
720-905-01 to 720-905-05	720-901-01 to 720-993-32

On sheet **605-005-05**, replace entire text of General Note #4 with the following text:

h) The square footage of sign panels attached to 2½” x 2½” 12-gauge sign support secured to a 3” x 3” 7-gauge breakaway anchor shall not exceed 20 square feet.

On sheet **610-005-00**, revise the following information as noted below:

Add (**OPTIONAL**) underneath “TRUCK MOUNTED ATTENUATOR” adjacent to the illustration.

A chart, entitled “Truck Mounted Attenuator”, displaying the minimum length of buffer space required when a truck mounted attenuator is not utilized.

The buffer area illustration has been updated to illustrate the requirements necessary when a truck mounted attenuator is utilized and the requirements necessary when a truck mounted attenuator is not utilized.

Underneath the section entitled “PORTABLE TRUCK MOUNTED ATTENUATOR”, update Note 4 to read as follows:

A trailer mounted advance warning arrow panel may be utilized in advance of the work area when this traffic control setup is utilized for asphalt concrete placement operations.

On sheet **610-405-00**, revise the following information as noted below:

Add (**OPTIONAL**) underneath “LEAD VEHICLE” adjacent to the illustration.

The “WORK VEHICLE” signing requirements have been updated. When the “LEAD VEHICLE” is omitted, the first “WORK VEHICLE” in the work train will also include the signing requirements specified for the “LEAD VEHICLE” in addition to the standard signing requirements for the “WORK VEHICLE”.

Note 2 of the “Operation Notes” have been updated to describe the requirements for the “WORK VEHICLE” when the “LEAD VEHICLE” is omitted from the work train.

On sheet **720-305-00**, delete the entire note directly above main detail: ~~If sidewalk exists, the driveway opening should...~~

On sheet **720-405-00** section B replace dimension 2’-6” maximum with:
2’-6” minimum

On sheet **720-901-01** replace note 5.04 with:

5.04 When a mid-block crossing is required, consider mid-block staggered crossing (720-955-41) to encourage eye contact between the pedestrian and the oncoming traffic. Always angle the stagger so that the pedestrian travels through the refuge facing the oncoming traffic.

On sheet 722-305-00 Detail 4 replace note "French Drain see note 21" with: French Drain see note 4.5.

On sheet 722-305-00 table 722-305A, 4th column, change the following: Delete (SF)

Replace text "up to 36" with "up to 3'X3' "

Replace text "larger than 36" with "larger than 3'X3' "

On sheet 804-105-00 Title Block replace text "Riprap (Bridge End)" with: Riprap (Bridge End)

On sheet 805-325-00 detail 2 replace text "rectangular washers (FWR03) See 805-005-00" with: "rectangular washers (FWR03) See 805-090-00"

On sheet 805-325-00 change text of note 5 to the following:

- i) For project specific requirements such as additional offset blocks, extra length posts, and post attachment details, see Project Plans. Include all costs of project specific requirements in the Guardrail Thrie-Beam Bridge Connector pay item.

On sheet 805-330-00 detail 2 replace text "rectangular washers (FWR03) See 805-005-00" with: "rectangular washers (FWR03) See 805-090-00"

On sheet 805-330-00 change text of note 4 to the following:

- j) For project specific requirements such as additional offset blocks, extra length posts, and post attachment details, see Project Plans. Include all costs of project specific requirements in the Guardrail Thrie-Beam Bridge Connector pay item.

On sheet 805-510-00 detail 3 replace guardrail base plate note with the following: See standard drawings 805-655-xx for guardrail base plate options.

On sheet 805-655-M1 replace note 30.4 with the following:

30.4 Install adhesive anchors to a depth sufficient to develop a minimum factored (reduced) Ultimate tensile capacity of 21 kips per anchor bolt. Increase minimum embedment shown in detail 4 as required by adhesive manufacturer's recommendations for the existing material properties anchor bolt pattern, edge conditions, and any other design reduction.

On sheet 805-811-01 Type 11A barrier wall reinforcement add the following note:

Provide reinforcement equal to the stem reinforcement and bending details shown for the Type 11B concrete barrier (drawing 805-811-02).

AWARD OF CONTRACT:

Subsection 103.2 of the Standard Specifications is amended to allow sixty (60) days for the award of a contract after the opening of proposals.

PROPOSAL ITEMS AND QUANTITIES:

A list of bid items and quantities is on **page 30**.

CONSTRUCTION STAKES, LINES AND GRADES:

Stakes, Lines, and Grades shall be provided by the Contractor, as necessary.

QUALIFIED PRODUCT LISTINGS:

All references to "Approval Sheet" or "Approval Policy" are to be replaced with "Qualified Products Listings (QPL)" and "Qualified Products Policies (QPP)" respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

DBE PARTICIPATION:

The Bidder is encouraged to utilize DBE subcontractors on this project. All DBE participation shall be reported to the Engineer prior to Substantial Completion.

CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING:

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

INSURANCE REQUIREMENTS:

In addition to the requirements as set forth in Section 103.8 of the Standard Specifications (Edition of 2007), the Contractor shall purchase and maintain, in a company or companies acceptable to the Owner, general liability and automobile liability insurance written on an occurrence basis, with minimum limits as shown below or as required by law, whichever is greater. **The Contractor shall include the Owner, and Infrastructure Consulting & Engineering (ICE) As Additional Insured's.** The authorized insurance company shall provide a Waiver of Subrogation in all policies maintained by the insured for the performance of the Contract.

GENERAL LIABILITY	LIMIT
General Aggregate	\$1,000,000.00
Products – Comp/Ops Aggregate	\$500,000.00
Personal & Advertising Injury	\$500,000.00
Each Occurrence	\$500,000.00
Fire Damage (any one fire)	\$25,000.00
Medical Expense (any one person)	\$10,000.00
AUTOMOBILE LIABILITY (Any Auto)	
Combined Single Limit	\$500,000.00

The

Contractor shall also purchase and maintain in a company or companies acceptable to the Owner, Worker's Compensation and Employer's Liability Insurance with minimum limits as shown below or as required by law, whichever is greater:

WORKER'S COMPENSATION and EMPLOYER'S LIABILITY (statutory)	LIMIT
(Each Accident)	\$100,000.00
(Disease-Policy Limit)	\$500,000.00
(Disease-Each Employee)	\$100,000.00

Certificates of Insurance acceptable to the Owner shall be filed not less than 10 days after notification of award.

The Certificate of Insurance shall not be changed to the extent that limits are decreased by endorsement, canceled or non-renewed without thirty (30) days prior written notice to the Owner. The Contractor shall provide and maintain the overages as required by Section 103.08 and these additional requirements. Failure to provide and maintain the required coverage will be grounds to declare the Contractor in default of the Contract.

The criteria which Insurance Company or Companies are deemed satisfactory by the Owner shall include, but not be limited to the following:

- The above required insurance coverage shall be written by a Company or Companies licensed in the areas of required coverage by the Insurance Commissioner of the South Carolina Department of Insurance, and
- The Insurance Company or Companies shall be assigned a rating of "A-" or better by A. M. Best Company on its most recent Best's Insurance Report, and
- The Owner considers the "ACORD Certificate of Insurance" as an acceptable form of certificate.

RETAINAGE:

If the Contractor's progress is judged to be delinquent or portions of the work are defective, the County reserves the right to withhold retainage. The total amount retained will be sufficient to cover anticipated liquidated damages and the cost to correct defective work.

PROMPT PAYMENT CLAUSE:

See attached Supplemental Specification dated **July 2017** on **page 59**.

MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS:

The contractor shall supply the Engineer with all required materials certifications and manufacturers test reports for items to be permanently incorporated into the project, prior to their use. The County must approve these certifications and reports before payment can be made to the contractor for these items.

REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS:

Contractors are encouraged to co-operate with the news media since all projects are constructed with public funds. Because the scope of this project will cause disruption of normal traffic flow, the Contractor is required to notify the public, in a timely manner, of disruptive activities such as lane closures.

The Contractor is required to utilize area media to accomplish public notification of traffic disruptions.

The Contractor is required to deal directly with the news media and all reasonable efforts should be made to co-operate with the media. However, the safety, security and construction schedule on site should not be disrupted to accomplish this. The Contractor may coordinate these activities with and receive guidance from the Engineer.

CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:

By submission of this bid, the bidder as the prime contractor does hereby agree:

- a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
- b. to provide SCDOT with any documents required to establish such compliance upon request; and
- c. to register and participate and require agreement from subcontractors and subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C.Code 8-14-20(B)(2).

CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME:

Any extensions of these completion dates will adhere to Section 108.6 of the Standard Specifications.

FAILURE TO COMPLETE THE WORK ON TIME:

Delete Section 108.9 in its entirety and substitute the following in its place:

Owner and Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the work is not substantially complete in accordance with the time(s) specified herein. They also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by the Owner if the work is not completed on time.

Accordingly, instead of requiring such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner \$500.00 per day for each calendar day past the contract specified interim and completion date.

WORK SCHEDULE

There will be no mixing or digging operations between 4 PM on Friday and 7AM on Monday, without written permission of the Engineer. No work will be performed on Saturday or Sunday.

WARRANTY

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

CLEANUP

Prior to beginning of placing HMA, all material left over from any other operation will be cleaned up and removed from site

BID DOCUMENTS

All documents from **page 7 thru page 32** inclusive, shall be considered a part of the bidding documents, and will be submitted with bid, making sure all blanks have been filled in or signed.

CHAIN LINK FENCE

An all-black, chain link privacy fence to be installed around the perimeter of the property starting and ending at the electric gates. Fence shall be eight feet (8') high, Posts will be eight feet (8') tall – 2-inch Schedule 40; End Posts to be 3-inch Schedule 40; Top Rail to be 1 5/8-inch Schedule 20, with 9-gauge 2-inch Fabric Mesh tied with 9-gauge Aluminum Ties and 2-inch Bottom Tuck Vinyl Slats installed. Installation and any other items to be included in LF price.

ELECTRIC GATES

Will include all materials including post, electrical hookup, keypad, and etc. for a completed, installed gate that opens 90 degrees one way. To be located approximately 20 feet on roadside from back of building

WALK IN GATE

4' Walk in gate will be right side of building adjacent to electric gate

PATCHING

Can be saw cut and removed with a backhoe and replaced with 4" HMA. Areas include several small areas in and adjacent to existing parking lot and a 20'x25' and a 12'x20' area in the grassed area in front of building which will be cut out and used for additional parking.

HMA

Will include all existing pavement including that underneath of shed in back and patched areas in front. Tie ends at road will be milled as necessary to get a neat tie in.

ASPHALT CURB

A neat handmade curb will be installed across front of shed to prevent runoff from going into shed.

SIDEWALK REMOVAL

Sidewalk in front of building will be removed. Excess dirt from patching operation will be used to fill in removal area and build up around new parking spaces in front

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION VII: SUPPLEMENTAL SPECIFICATIONS

January 1, 2018

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

Make the changes listed below to correct errata in the SCDOT 2007 *Standard Specifications for Highway Construction*:

DIVISION 100 GENERAL PROVISIONS

SECTION 101 DEFINITIONS AND TERMS

Subsection 101.2 Abbreviations and Acronyms

Amend the table of **SCDOT OFFICIALS AND OFFICES** as follows:

DELETIONS		REPLACEMENTS	
BDE*	Bridge Design Engineer	PSE*	Preconstruction Support Engineer
BDGE*	Bridge Design Geotechnical Engineer	GDSE*	Geotechnical Design Support Engineer
SHE*	State Highway Engineer	DSE*	Deputy Secretary for Engineering

*Wherever it appears in the text, replace the deleted abbreviation with the new abbreviation.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Subsection 102.8 Irregular Bids

Paragraph 2, item E, first sentence; delete the word "the" after the word "When".

SECTION 105 CONTROL OF WORK

Subsection 105.6 Cooperation with Utilities

Paragraph 1, last sentence; change the word "THE" to "the".

DIVISION 200 EARTHWORK

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Subsection 202.5 Measurement

Paragraph 5, second bullet; change the words "Brick sidewalk" to "Concrete, brick or stone sidewalks".

SECTION 204 STRUCTURE EXCAVATION

Subsection 204.2.1.2 Structure Excavation for Culverts

Paragraph 1, at the end of the first sentence; change "**Subsection 204.4**" to "**Subsection 204.5**".

DIVISION 400 ASPHALT PAVEMENTS

SECTION 401 HOT MIXED ASPHALT (HMA) PAVEMENT

Subsection 401.2.1.2 Liquid Anti-Stripping Agent

Paragraph 1, first sentence; delete the period at the end of the sentence and add "and SC-M-406."

Subsection 401.2.5 Material for Full Depth Patching

Paragraph 1, delete and replace with the following:

"Use an approved SCDOT Intermediate Type C mix for all Full Depth Patching."

Subsection 401.5 Measurement

After paragraph 10, add the following paragraph:

- 11 The measurement of Prime Coat is the number of gallons of asphalt material applied to the completed and accepted base course.

Subsection 401.6 Payment

After paragraph 12, add the following paragraph:

- 13 "The payment for Prime Coat is at the contract unit price for Prime Coat and includes compensation for all labor, equipment, tools, maintenance, and incidentals necessary to complete that work."

Subsection 401.6 Payment

Paragraph 13, **Table of Pay Items**

Change paragraph reference number "13" to "14" and add the following Pay Item:

Item No.	Pay Item	Unit
4010005	Prime Coat	GAL

SECTION 403 HMA SURFACE COURSE**Subsection 403.5 Measurement**

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

Subsection 403.6 Payment

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

SECTION 407 ASPHALT SURFACE TREATMENT – DOUBLE TREATMENT**Subsection 407.5 Measurement**

Paragraph 1, first sentence; add the word "is" after "(Double Treatment Type (1, 2, 3, 4, or 5))".

SECTION 408 ASPHALT SURFACE TREATMENT – TRIPLE TREATMENT**Subsection 408.5 Measurement**

Paragraph 1, first sentence; add the word "is" after "(Triple Treatment Type (1 or 2))".

DIVISION 600 MAINTENANCE AND TRAFFIC CONTROL**SECTION 625 PERMANENT PAVEMENT MARKINGS FAST DRY WATERBOURNE PAINT****Subsection 625.2.2.4.11 Lead Content**

Paragraph 1, first sentence; change 6% to 0.06%.

SECTION 627 THERMOPLASTIC PAVEMENT MARKINGS**Subsection 627.4.10 Inspection and Acceptance of Work**

Paragraph 2, first sentence; change "period of 90 days" to "period of 180 days".

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 2, second sentence; change "90-day observation period" to "180-day observation period".

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 3, first sentence; change "90-day period" to "180-day period".

DIVISION 700 STRUCTURES

SECTION 709 STRUCTURAL STEEL

Subsection 709.4.3.5.2 Submittals and Notification

Paragraph 1, delete the last two sentences and replace them with, "The Department's review and acceptance are required before any field welding will be permitted."

Subsection 709.6.3 Pay Items (page 650)

Subsection heading number; change subsection heading number from "709.6.3" to "709.6.4".

SECTION 712 DRILLED SHAFTS AND DRILLED PILE FOUNDATIONS

Subsection 712.4.4 Dry Construction Method

Paragraph 2, last sentence in A; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Subsection 712.4.10.4 Excavation Cleanliness

Paragraph 1, last sentence; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Subsection 712.4.10.6 Shaft Load Test

Change first paragraph reference number from "2" to "1".

Subsection 712.6.10 Drilled Pile Set-Up

Insert paragraph reference number "1" to the left of the first paragraph.

SECTION 723 DECK JOINT STRIP SEAL

Subsection 723.1 Description

Insert paragraph reference number "3" to the left of the third paragraph.

SECTION 726 BRIDGE DECK REHABILITATION

Subsection 726.4.1 General

Insert paragraph reference number "1" to the left of the first paragraph.

Subsection 723.4.6 Full Depth Patching (page 790)

Subsection heading number; change subsection heading number from "723.4.6" to "726.4.6"

Subsection 726.6.8 Concrete Overlay (Latex) or (Portland Cement) (page 802) Paragraph

2, the equation is changed to $AP=CP \times (ACS/RCS) ^ 2$

SECTION 727 CROSSHOLE SONIC LOGGING OF DRILLED SHAFT FOUNDATIONS

Subsection 726.6 Payment (page 807)

Subsection heading number; change subsection heading number from "726.6" to "727.6"

DIVISION 800 INCIDENTAL CONSTRUCTION

SECTION 805 GUARDRAIL

Subsection 805.5 Measurement

Paragraph 4; amend as follows:

"The quantity for the pay item 8053000 Additional Length Guardrail Post is the length of required post installed in excess of the standard length post based on the system being installed, measured by the linear foot (LF), complete, and accepted."

SECTION 815 EROSION CONTROL

Subsection 815.1 Description

Paragraph 1, first sentence; change "temporary flexible pipe" to "temporary pipe".

Subsection 815.5 Measurement

Paragraph 13; delete the first sentence and replace it with the following sentence: "The quantity for Temporary Pipe Slope Drains is measured and paid for in accordance with **Subsections 803.5** and **803.6** respectively."

Subsection 815.5 Measurement

Delete paragraph 19.

Subsection 815.6 Payment

After paragraph 15, add the following paragraph:

16 Payment for Removal of Silt Retained by Silt Fence is full compensation for removing and disposing of sediment deposits accumulated by silt fences as specified or directed and includes all materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other terms of the Contract.

Subsection 815.6 Payment

Change original paragraph number "16" to "17".

Subsection 815.6 Payment

Pay Item table; change the Unit for Item No. 8156214 to "EA".

INDEX:

Amend as follows:

Page I-3, after "Bridge Deck Rehabilitation, measurement and payment:" Delete page 807.

Page I-12, after "Letting:"
Replace page 19 with page 9.

Page I-13, after "Overhead Sign Structure:" Replace
page 488 with page 495.

Page I-15, after "Proof Rolling:" Delete
page 98.

Page I-18, after "Structural Steel, turned and ribbed bolts:" Replace
page 624 with page 625.

Page I-19, after "Waterproofing, bridge deck:" Delete
page 907.

Page I- Drawings:"
Replace page 543 with page 779.

July 2017

PROMPT PAYMENT CLAUSE

(1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the work item within seven (7) calendar days of the Contractor's receipt of payment from SCDOT. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when the SCDOT pays the Contractor for that work item. In the case of a second or third tier subcontractor, the 7-day time period begins to run when the 1st tier subcontractor receives payment from the Contractor or when the 2nd tier subcontractor receives payment from the 1st tier subcontractor.

(2) The Contractor may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when the SCDOT accepts the last work item of the subcontract. The Contractor must release to the subcontractor any retainage withheld within seven (7) calendar days from the date the Contractor receives payment from SCDOT for the last work item of the subcontract or within seven (7) days from SCDOT's acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon documentation of good cause provided by the contractor and written concurrence by the Director of Construction, the Contractor may continue to withhold the 5% retainage.

(3) Prior to receiving payment of each monthly estimate, the Contractor shall (a) certify to SCDOT that the construction estimate is complete and that its subcontractors have been paid for work covered by previous estimates, for which they are entitled to be paid, in accordance with paragraphs (1) and (2) above, and (b) submit verification that Contractor has received similar certifications or evidence from its subcontractors that lower tier subcontractors have been paid in accordance with paragraph (1). No payment will be made to Contractor unless such documentation/certification is received or SCDOT has issued written approval for delayed payment and required status reports as follows:

- (i) The obligation to promptly pay subcontractors (all tiers) or to release retainage does not arise if there is a legitimate subcontract dispute with first tier and/or lower tier subcontractors. If there is a subcontract dispute, the Contractor may submit a written request to SCDOT to approve a delay in payment to the subcontractor which shall explain the nature of the dispute and identify relevant subcontract provisions as support. The explanation may include those reasons set forth in the SC Prompt Pay Act (S.C. Code Section 29-6-40). Payment to the subcontractor shall not be withheld without prior SCDOT written approval.
- (ii) Contractor shall submit a status report of the dispute in each monthly progress payment. The status report shall contain:
 - justification for the continuation of nonpayment in the form of a pending judicial proceedings, alternate dispute resolution (ADR) process or administrative proceedings, as evidence of why the delay shall continue; or
 - a certification that the matter is resolved, and payment has been issued to the subcontractor (first tier and/or lower tier subcontractors).

(4) Failure to comply with any of the above provisions shall constitute a material breach of the contract and shall result in one or more of the following sanctions: (1) no further payments to the Contractor unless and until compliance is achieved; (2) monetary sanctions; and/or (3) the Contractor being declared in default and being subject to termination pursuant to Section 108.10 of the Standard Specifications.

(5) Any subcontractor who believes it is due payment in accordance with the Prompt Payment Clause may request information from the servicing Resident Construction Engineer (RCE) as to whether and when payment for the subcontractor's work has been made to the Contractor. If payment has been made to the Contractor, and a subcontractor certifies to the RCE that the subcontractor has not been paid within seven (7) calendar days of SCDOT's payment to the Contractor or paid as provided in paragraph (1) for sub-tiers, the RCE will notify the Director of Construction. If SCDOT has not approved the delay in payment pursuant to paragraph 3 above, appropriate remedies set forth in paragraph (4) will be applied. On federally funded projects, the subcontractor may contact the Federal Highway Administration should SCDOT fail to address the non-payment issue.

(6) The Contractor agrees by submitting this bid or proposal that it will include this clause titled "PROMPT PAYMENT CLAUSE," provided by the SCDOT, without modification, in all subcontracts with its subcontractors. Contractor is responsible for requiring all of its subcontractors to include this PROMPT PAYMENT CLAUSE in all lower tier subcontracts. If Contractor knowingly enters or knowingly allows a subcontractor or lower tier subcontractor to enter into a subcontract without the PROMPT PAYMENT CLAUSE, SCDOT may apply the appropriate remedies set forth in paragraph (4) or pursue other available remedies, including breach of contract.

SECTION VIII: PROJECT INFORMATION

PROJECT ESTIMATED QUANTITIES OVERALL

ESTIMATED QUANTITIES OVERALL

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Bonds and Insurance	LS	1
2	Mobilization	LS	1
3	8' Commercial Chain Link Privacy Fence	LF	446
4	4' Walk-thru Commercial Gate	EACH	1
5	12' Elec Powered Gate - 90% Turn w/Posts	EACH	2
6	Handicapped Parking Spaces w/Symbol -Blue	EACH	2
7	Handicapped Signs with Posts - Installed	EACH	2
8	4" White Lines Thermoplastic - 90 Mil	LF	500
9	2" HMA Surface Course Type C	SY	1880
10	4" High Handmade Asphalt Curb	LF	400
11	Sidewalk Removal	SY	15
12	Patching	SY	185
13	24" Stop Bars Thermoplastic - 125 Mil	LF	16

