

Georgetown County, South Carolina

129 Screven Street, Suite 239
Post Office Drawer 421270
Georgetown, SC 29442-4200
(843) 545-3083 • Fax (843) 545-3500
E-Mail • purch@gtcounty.org
Website • www.gtcounty.org

INVITATION FOR BIDS (IFB)

BID NUMBER: 16-034
ISSUE DATE: Friday, March 24, 2016
OPENING DATE: Wednesday, April 13, 2016 **OPENING TIME: 4:00 PM (Eastern NIST)**
Bid Opening Location: Georgetown County Historic Courthouse, Suite 239 - Purchasing Conference Room
Pre-Bid Site Inspection: INDEPENDENT –on own

PROCUREMENT FOR: CTC Road Repair and Resurfacing, FY16

Commodity Code(s): 96859

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the location and time stated herein and will be publicly opened and read.

MAILING ADDRESS:

County of Georgetown
Post Office Drawer 421270
Georgetown SC 29442-1270
Attn: Purchasing

STREET ADDRESS:

Georgetown County Courthouse
129 Screven Street, Room 202
Georgetown SC 29440-3641
Attn: Purchasing

IMPORTANT OFFEROR NOTES:

1. Bid Number & Title must be shown on the OUTSIDE of the delivery package.
2. Federal Express does NOT guarantee delivery to Georgetown, SC before 4:30 PM Eastern Time on Next Day Service.
3. UPS WILL guarantee delivery to Georgetown, SC before 10:30 AM Eastern Time on Next Day "Early AM" Service.
4. You must register a contact name, company name, fax and/or e-mail with the Purchasing Office as below to ensure your name will be added to the contact list for future amendments and addenda.

Purchasing Contacts:

Ann Puckett

Phone (843)545-3083

Fax: (843)545-3500

E-mail: apuckett@gtcounty.org

Kyle Prufer

(843)545-3082

(843)545-3500

kprufer@gtcounty.org

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



Intent to Respond

REF: RFP #16-034, CTC Road Repair and Resurfacing, FY16

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

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

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

Our firm **does** intend on responding to this solicitation.

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

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

FAX: _____

E-Mail: _____

Please return this completed form to Kyle Prufer, Purchasing Officer:

- by e-mail to purch@gtcounty.org
- or by FAX to (843)545-3500.

[End of Intent to Respond]

Time Line: Invitation for Bid #16-034

Item	Date	Time	Location*
Date of Issue:	Friday, March 25, 2016	n/a	n/a
Pre-Bid Site Inspection:	INDEPENDENT – on own	n/a	n/a
Inquiry Cut-Off Time:	Wednesday, April 06	3:00PM ET	Suite 239
Bids Must be Received BEFORE:	Wednesday, April 13, 2016	4:00PM ET	Suite 239
Public Bid Opening/Tabulation:	Wednesday, April 13, 2016	4:00PM ET	Suite 239
County Council Consideration:	Tuesday, April 26, 2016	5:30PM ET	Council Chambers
Earliest Possible NTP:	Friday, May 06, 2016	n/a	n/a
Pre-Construction Meeting:	TBD	TBD	TBD
Substantial Completion:	(90) Days From NTP	n/a	n/a

*All locations in the Old County Courthouse, 129 Screven Street, Georgetown, SC unless otherwise stated.

Bid #16-034 CTC Road Repair and Resurfacing, FY16

The Georgetown County, South Carolina Department of Public Services is soliciting sealed public bids to award a contract for the resurfacing of certain roads and/or streets with Hot Mix Asphalt (HMA) pavement materials. Work is scheduled to begin in the spring of 2016. Included in the initial task order for this work is the resurfacing of Grate Avenue, a segment of Brown Bark Lane, South First Street, Belair Avenue and Prince Creek Parkway. A second task order with a start date to-be-determined will include the resurfacing of Grate Avenue, and South First Street. Work on these roads will consist primarily of application of 2” compacted asphalt surface course overlay. Improvements must be completed within (90) days after the Notice to Proceed (NTP). There are no published plans or drawings associated with this project. The requirements and specifications are listed within and it will be the responsibility of the contractor to construct to the standards as provided.

Bidder must furnish all labor, materials, and equipment required for the performance of the following described work in connection with the construction or improvements. See locations and aerial maps attached as Exhibit A. This information is also available on the county website at www.gtcounty.org select "Bid Opportunities" from the **Quick Links** box on the homepage. Additional road resurfacing projects may be performed under this contract. Additional task orders will be negotiated with Contractor on a case by case basis.

GENERAL SPECIFICATIONS

1. INTENT:

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

2. SCOPE OF WORK:

- 2.01 When the existing pavement surface is gravel or stone or when a new gravel or stone base is constructed, the surface shall be graded and compacted by rolling to produce a smooth and uniform surface prior to paving with HMA. The cost of preparing existing gravel surfaces should be included in the Asphalt Paving unit cost. When a new base is installed grading, compaction and preparation cost shall be included in the Base Course unit price.

- 2.02 Contractor must scrape the dirt off the asphalt to find the edge of the pavement, and thoroughly sweep the base course, old pavement, or existing surface so that it is clean and free from dust and foreign material. Maintain it until the HMA is placed.
- 2.03 Apply tack coat prior to placement of asphalt per SCDOT 2007 Standard Road Specifications, item 401.4.18.
- 2.04 The Contractor shall furnish all labor and equipment to maintain traffic during construction. The cost of maintaining traffic shall be included in the cost of the various items.
- 2.05 Where specified, Full Depth Reclamation shall include grinding specified depth of existing asphalt and mix with existing stone and subgrade. Additives such as Portland cement or lime may be used where specified. Area is to be compacted in layers, if hole is more than four (4) inches deep. Compact layers thoroughly to maximum of three (3) inches in thickness. New base to be proof-rolled prior to paving. Reclamation shall be in conformance with section 400 of SCDOT Standard Specifications.
- 2.06 Where specified, Full Depth Patching shall include Removal of surface, base course and subgrade to a depth as specified. Compacting subgrade to at least one hundred (100) percent of standard Proctor density or ninety-five (95) percent of modified Proctor density. Application of a tack coat vertical surfaces with ASTM D 2397 or D 3628 asphalt emulsion types SS-1, SS-1h, CSS-1 or CSS-1h diluted with equal parts of water. Backfilling with hot mix, hot laid asphaltic concrete while temperature stays above one hundred eighty five (185) degrees F. Prevent segregation of mixture. Compacted in layers, if hole is more than four (4) inches deep. Compact layers thoroughly to maximum of three (3) inches in thickness. Riding quality and alignment of patch to be verified with a straight edge or string line. Full Depth Patching shall be in conformance with section 400 of SCDOT Standard Specifications.
- 2.07 Pavement markings, if required to be furnished by the Contractor, will be paid for by the lineal foot applied. Use 4" thermoplastic yellow truck work 90 mil and 4" thermoplastic white truck 90 mil for pavement marking. Normally center line, edge of pavement lines and stop lines are required on all newly paved roads. These costs must be noted on the lines provided in the Mandatory Bid Submittal Form, under the section titled "Additional Bid Items – As Required".
- 2.08 The Contractor shall provide written notification to the appropriate utility if any existing castings for manholes, catch basins, inlets, and valve boxes must be adjusted to meet grade, and shall coordinate with the appropriate utility for the correction or replacement of the casting involved. The Georgetown County Public Works Department (GCPWD) should be copied to document all notification correspondence, however notice and coordination will be the responsibility of the Contractor.
- 2.09 The Contractor shall furnish all labor, equipment and materials to pave existing paved street, alley, and residential or commercial driveway approaches with the same HMA mixture used for the surface on the street or alley being paved. Approaches shall be paved in such a manner as to provide a smooth transition to the new pavement surface and as required to promote drainage of surface runoff. The asphalt will be crowned with a 1/4" per foot slope to assure positive drainage of all water off the road surface. The asphalt thicknesses shall be consistent with the road improvements. The contractor will install HMA pavement in driveways where such driveways currently exist and match existing conditions for width, however twelve (12) feet will be the minimum width and the paved surface will not extend any further than fifteen (15) feet from edge of road. Each driveway will have a twelve (10) foot minimum radius, and all intersecting streets

must have a minimum of a twenty-five (25) foot radius. Payment for approach paving must be included in unit paving price.

- 2.10 Upon completion of the paving work, the Contractor shall grade the pavement shoulders to a minimum width of three (3) feet with a minimum slope of -0.8% from the edge of the new pavement surface to assure positive drainage of all water off the road surface. In the event that there is insufficient material in the existing shoulder to provide a uniform slope, clean fill soil shall be furnished, placed and compacted by the Contractor. Payment will be on a lump sum basis for each location. In the event that shoulders must be cut-down to promote proper drainage, the material removed shall be utilized as fill soil in those locations where it is needed.
- 2.11 All sub-base, base, binder, and surface coat inspections are described below for local and commercial paving. No paving will be allowed at temperatures below 40 degrees Fahrenheit, on frozen or saturated ground or base. Moisture content must meet approved standards, tested by an approved lab, if so called for by the Georgetown County Public Works Department (GCPWD). All base, asphalt binder and topcoats must conform to approved standards for their respective use. The GCPWD may require design mix specifications prior to placement to ensure compliance.
- 2.12 In the event that unsuitable base material is encountered, it will be the contractor's responsibility to notify GCPWD who will authorize the removal and disposal of unsuitable materials, and the replacement will suitable fill material (muck and fill). The contractor will provide a cost per ton price as placed for this eventuality.
- 2.13 It will be the contractor's responsibility for the removal and disposal of all waste or unused material.
- 2.14 There is a line provided on the Mandatory Bid Submittal form for each contractor to provide a lump sum cost for shoulder dirt to be added for each road segment.
- 2.15 The County Public Works Division has estimated the following quantities for the initial task order in connection with the construction or improvements:

3. LOCATION QUANTITIES:

A. The County Public Works Division has estimated the following quantities for the initial task order to begin in spring of 2016 in connection with the construction or improvements:

**Segment 2: Brown Bark Ln (+/- 850 Linear Feet), from Station 5+500 to terminus
RESURFACE with Full Depth Patching As Needed**

Item No.	Description	Estimated Quantity	Units
1	2" compacted Asphalt Surface Course 220 lbs/SY	1,250	SY
2	Full Depth Patching (entire area)	0.16	LM
3	24" Thermoplastic "Stop Bars"	1	each
4	Finished Pavement Shoulders, Lump Sum	Lot	

**Segment 4: Belair Ave (0.07 miles long), between US-17 Business and South First St
RESURFACE**

Item No.	Description	Estimated Quantity	Units
1	2" compacted Asphalt Surface Course 220 lbs/SY	850	SY
2	Full Depth Patching	20	SY
3	24" Thermoplastic "Stop Bars"	1	each
4	Finished Pavement Shoulders, Lump Sum	Lot	

**Segment 5: Prince Creek Pky (1.36 miles long), from Collins Creek Dr to end of pavement at Christ Church entrance
RESURFACE**

Item No.	Description	Estimated Quantity	Units
1	2" compacted Asphalt Surface Course 220 lbs/SY	18,000	SY
2	Full Depth Patching	200	SY
3	Double Line Yellow Center Striping -Traffic Paint	7,200	LF
4	Single Line White Edge Striping-Traffic Paint	14,400	LF
5	Amber Bi-Directional Reflective Pavement Markers (80-FT Intervals)	90	EA
6	24" Thermoplastic "Stop Bars"	1	each
7	Finished Pavement Shoulders, Lump Sum	Lot	

B. The County Public Works Division has estimated the following quantities for the second task order to begin following completion of drainage improvements (TBD) in connection with the construction or improvements:

**Segment 1: Grate Ave (0.26 miles long), between Petigru Dr and end of existing asphalt
RESURFACE**

Item No.	Description	Estimated Quantity	Units
1	2" compacted Asphalt Surface Course 220 lbs/SY	3,000	SY
2	2" Asphalt Lift (Super Elevated Section) +/-550FT	.11	LM
3	24" Thermoplastic "Stop Bars"	1	each
4	Finished Pavement Shoulders, Lump Sum	Lot	

NOTE: Lift Paving to angle water at the end of the road towards the recycle center

**Segment 3: South First St (0.42 miles long), from Pendergrass Ave to Belair Ave
RESURFACE**

Item No.	Description	Estimated Quantity	Units
1	2" compacted Asphalt Surface Course 220 lbs/SY	5,000	SY
2	24" Thermoplastic "Stop Bars"	2	each
3	Finished Pavement Shoulders, Lump Sum	Lot	

NOTE: Drainage Project and subsequent patching will be completed prior to resurfacing.

4. SPECIAL PROVISIONS:

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

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

4.03 Hot Mix Asphalt (HMA) Pavement

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

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

4.04 ILLEGAL IMMIGRATION: Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov)

4.05 Certification of Non-Segregated Facilities

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

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other

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

4.06 All Construction Contracts Over \$2,000:

- a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. **Current Wage Determination for Georgetown County in South Carolina is available on-line at: <http://www.wdol.gov/dba.aspx#14>**
- b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c) Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

4.07 **MBE/WBE REQUIREMENTS**

Of total state source highway funds, including revenues generated by Section 12-28-2740 (the C Fund Law), expended in a fiscal year, the Department of Transportation and counties shall ensure that not less than:

1. Five percent are expended through direct contracts with an estimate value of \$250,000.00 or less with MBEs (Minority Business Enterprise).

2. Five percent are expended through direct contracts with an estimated value of \$250,000.00 or less with WBEs (Women’s Business Enterprise).

Information on MBE/WBE status requested in this solicitation is for reporting information purposes and is not a factor in award determination.

4.08 LIQUIDATED DAMAGES

The Contractor agrees to commence Work under this Contract on the effective date established as “Notice to Proceed”, and to complete the Work within ninety (90) calendar days of the NTP. Should the Contractor neglect, fail or refuse to complete the Work by any one of the key milestone activities by its critical interim completion date(s) or the established Completion date then the Contractor shall pay to the Owner Liquidated Damages in the amount (\$150.00) for those damages suffered by the Owner as a result of delay for each and every calendar day that the Contractor has failed to complete any key milestone activity by its interim completion date or the established Completion date. The aforementioned Liquidated Damages are not a penalty, but rather are a pre-agreed liquidation of the losses incurred by the Owner due to failure of the Contractor to complete the Work on time.

An NTP will be issued individually for each roadway segment.

4.08.1.1 Rain Day: For rain delays, the Contractor shall be entitled to a one day extension of time for each day in any given month that the actual rain days measured at Georgetown, South Carolina (NOAA Station 383470), or an otherwise mutually agreed upon location, exceed the NOAA average monthly rainfall for the month (rounded to the day). In order to qualify as a rain day, there must be at least one-hundredth of an inch precipitation on the date in question. The average number of days (rounded to the full day) in each month receiving one-hundredth of an inch or more of rain in Georgetown, South Carolina, according to NOAA are as follows:

<u>Month</u>	<u>Days</u>
January	10
February	8
March	9
April	7
May	8
June	10

<u>Month</u>	<u>Days</u>
July	11
August	12
September	10
October	6
November	8
December	9

The rain gauge at KGGE, Georgetown County Airport (NOAA 383470), or an otherwise mutually agreed upon location, shall be used as the determinate for daily rain measurement. The Contractor shall submit any request for rain days by the tenth day of the following month. Rain and weather delay extensions of time are non-compensable delays and the Contractor shall be entitled to no additional compensation as consequence of rain and weather related extensions hereunder.

<http://www.ncdc.noaa.gov/cdo-web/datasets/GHCND/stations/GHCND:USC00383470/detail>

5. MEASUREMENT AND PAYMENT:

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

6. INSPECTION AND TESTING:

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

7. SUPPLEMENTARY GENERAL CONDITIONS

- 7.01 The initial term of this contract shall be for a period effective upon endorsement and remain in force for a one (1) year base period. The County reserves the right, at its sole option, to renew the contract for one (1) additional consecutive
- 7.02 Prices for subsequent terms shall be determined at the time of the bid opening through percentages over the previous years pricing, and shown in the section herein listed as “Mandatory Bid Submittal Form”. Pricing shall be firm for each contract term.
- 7.03 It is the desire of the County that this contract be awarded to the vendor(s) whose prices are firm for the period of the contract; however, if this is not feasible, vendor must state the length of time for which quoted prices are firm, the expected number of increases for the contract period, and the maximum percentage increase expected to be in force before expiration of the contract.
- 7.04 Any price increase incurred to the County shall be a result of actual increased cost passed from the manufacturer, excluding any additional profits to the supplier. The percentage differential shall remain constant for the life of any resulting contract.
- 7.05 The County reserves the right, at its option, to conduct on site visitations of any bidder’s facilities. The purpose of the visit will be to ensure the County of the bidder’s capabilities of successfully administering this contract. If, in the County’s opinion, any bidder does not have the required capabilities as listed herein, this shall be considered grounds for non award/cancellation.

8. DELIVERY OF SERVICES

- 8.01 In order to be considered responsive to this request, the bidder shall operate a full service commercial paving operation and be duly licensed and authorized to provide services.
- 8.02 The successful bidder(s) shall be required to provide all services ordered within the time quoted by the Contractor and accepted by the County.
- 8.03 Repeated delayed or partial deliveries of services or the inability to provide satisfactory services shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.

9. VERBAL/WRITTEN PURCHASE ORDERS

- 9.01 The contractor shall provide services only after receipt of a written Georgetown County Purchase Order or task order. Any services performed without a written purchase order or a verbal request containing a purchase order number shall be at the Contractor’s expense.
- 9.02 The contractor shall furnish an itemized ticket for all services rendered at the time services are provided. The ticket shall include the date, itemized and full description of the services performed and all materials used.

10. INVOICING

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

11. QUALIFICATIONS OF BIDDERS

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

12. CONTRACTOR'S LICENSE

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

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

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

13. SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

14. CLEANING UP

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

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

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

15. GUARANTEE

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

16. **BID SECURITY**

- 16.01 The successful offeror must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of the Contract. Pricing for such Performance Bond should be indicated separately on the Vendor Bid Submission Form.
- 16.02 Each bid must be accompanied by a Bid Bond, or by a certified check payable to Georgetown County, SC, for an amount equal to five per-cent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fifteen (15) days after receipt of written notice of formal award of Contract. Bids not including such a bid bond will not be considered. Bid Bonds will be returned to unsuccessful vendors after award of Bid.
- 16.03 The successful offeror must provide a Payment and Material Bond from a surety company qualified to do business under the laws of the State of South Carolina in the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after receipt of written notice of formal award of Contract.
- 16.04 There will be a 10% RETAINAGE held by the County until all work is complete in a satisfactory manner.

17. **RESPONSIBILITIES OF THE CONTRACTOR:**

- 17.01 Contractor shall be responsible for maintaining traffic control during periods of construction. This includes providing and maintaining any necessary signs.
- 17.02 Contractor shall take full responsibility for any accidents or injuries that may occur during construction. The County shall not be liable in any form.
- 17.03 The contractor is responsible for contacting the **Palmetto Utility Protection Service (P.U.P.S.)** at its **811** or toll-free number **(1-888-721-7877)** between the hours of 7:30 am (ET) and 5:30 pm (ET), Monday through Friday, 72 hours before starting the proposed work.

18. **SITE INSPECTION:**

- 18.01 The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.
- 18.02 Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.
- 18.03 The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.

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

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

19. PAVEMENT MARKINGS:

19.01 **Permanent Pavement Markings Fast Dry, High Build, High Durability Waterborne Traffic Paint:** Shall be in accordance with SC-DOT Section 628 available on-line at:
<http://www.scdot.org/doing/technicalPDFs/supSpecs/08-01.pdf>

19.02 **Permanent Raised Pavement Markers** must comply with SC-DOT specifications and requirements available on-line at:
<http://www.scdot.org/doing/technicalPDFs/standardDrawings/630-000-00.pdf>

19.03 **Thermoplastic 24” Precut Stop Bars** must comply with SC-DOT specifications and requirements available on-line at:
http://www.scdot.org/doing/technicalPDFs/supSpecs/permanent_pavement_markings.pdf

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Instructions for Bidders
Bid #16-034
CTC Road Repair and Resurfacing, FY16

1. **Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page two (2) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

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

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

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

Kyle Prufer, Purchasing Officer
Post Office Box 421270, Georgetown, SC 29442-1270
Fax: (843) 545-3500
Email: kprufer@gtcounty.org

2. Written sealed public bids for a Term Contract to provide **CTC Road Repair and Resurfacing, FY16** shall be received in the Purchasing Office, Second Floor, Suite 239, 129 Screven Street, Georgetown, SC until the cut-off time shown in the bid timeline on page (2) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer’s possession prior to the stated opening date and time will be considered **NON RESPONSIVE** and returned unopened. An official authorized to bind the offer must sign all proposals submitted.
3. One (1) unbound, reproducible ORIGINAL of bids must be submitted in a sealed envelope and clearly marked on the outer most container as follows:

OFFEROR’S NAME
BID ITEM NAME
BID NUMBER

4. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.
5. Definitions:
- a) The terms “Proposer”, “Offeror”, or “Bidder” refer to those parties who are submitting sealed bids for the work set forth in this document. The term “Contractor” refers to the successful Bidder.
 - b) The term “**CTC Road Repair and Resurfacing**” or “Service” refers to the **complete set of services** as specified in this document, in every aspect.
 - c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.

- d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
 - e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.
6. Correction or Withdrawal of Bids; Cancellation of Awards
An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.
- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
 - b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either reawarded or a new solicitation issued.
7. Faxed or E-mailed bids will not be accepted by Georgetown County.
8. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.
9. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
10. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled “Exception(s) to Bid Conditions and Specifications,” and shall be attached to the bid.
11. The County reserves the right to reject any or all bids, waive any informality in bids and accept in whole or in part such bid or bids as may be deemed in the best interest of the County. Georgetown County reserves the right to reject any bid submitted, at sole option that the vendor may not be able to meet the service requirements of the bid.
12. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
13. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
14. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex,

national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

15. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
16. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:
The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.
17. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.
18. Acknowledgement of Addenda
Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda shall disqualify the bidder.** All addenda are posted by the County at the website located at www.georgetowncountysc.org, select "Purchasing" and "Current Bids".
19. This Invitation for Bid covers the estimated requirements to provide **CTC Road Repair and Resurfacing** for the Georgetown County Public Services Department. The purpose is to establish a Term Contract under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.
20. TERMS OF AGREEMENT / RENEWAL
The initial term of this contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional work should available funds permit within the fiscal year. The County reserves the right, at its sole option, to renew the contract for one (1) additional one-year term, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of two (2) years total.
21. The benchmark fuel price index for the purpose of calculating price adjustments for the agreements resulting from this bid shall be the reported State of South Carolina adjusted average cost available on South Carolina Business Opportunities (SCBO). The base value to be used for calculating the initial price adjustment shall be the index published on the first week of the contract award. Adjustments shall be calculated according to the percentage change, up or down, as reflected in this index. Only the fuel cost component of the contract unit price shall be adjusted.
22. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.
23. Deadline For Questions
It shall be the vendor's responsibility to contact the Purchasing Department with questions regarding this solicitation, **in writing**, no later than the date indicated in the Bid Timeline on page -3- of this

document. Inquiries received after this date and time will not be considered. Verbal questions are not permitted. Written questions only must be faxed or e-mailed to:

Kyle Prufer, Purchasing Officer
Fax: (843) 545-3500 OR e-mail: kprufer@gtcounty.org

24. Insurance

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

a. General Liability

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

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$50,000 Fire Damage Limit
\$5,000 Medical Expense Limit

b. Automobile Liability

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

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$5,000 Medical Expense Limit

c. Workers' Compensation

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

d. Owners' & Contractors' Protective Liability

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

e. Professional Liability

[n/a]

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.

25. Hold Harmless Clause

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

26. Condition of Items

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

27. Workmanship and Inspection

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

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

28. Method of Payment

Upon delivery and acceptance of the equipment and/or services the contractor shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment, the County will render payment within thirty (30) days. Invoices shall be submitted to:

County of Georgetown
Accounts Payable
P.O. Box 421270
Georgetown, SC 29442-1270

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

29. Progress Payments

Contractor's Application for Payment shall be submitted to the Owner on AIA Document G702 and G703--1992 Edition, or such other form as may be mutually agreed upon. The period covered by each Application for Payment shall be not less than one calendar month. The Owner shall make progress payments to the Contractor on undisputed amounts certified by the Architect within twenty-one (21) days from receipt of the Application for Payment by the Owner in accordance with Title 29, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended.

30. South Carolina Sales Tax

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

31. Assignment of Contract

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

32. Termination

Subject to the provisions below, the contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

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

33. Default

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

34. Severability

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

35. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A. All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial Circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

36. Claims and Disputes:

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

37. Rights of County

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

38. Award of Bid

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

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

39. Notice of Award

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

40. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

41. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

42. Firm Pricing for County Acceptance

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

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

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

44. Unit Prices and Extension

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

45. Use of Brand Names (If Appropriate)

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

46. Mobilization After Notice to Proceed

Bid must show the number of days required to mobilize after receiving a Notice to Proceed under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.

47. Permits

The successful Offeror must be responsible for obtaining all necessary city, county, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License.

48. 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.

49. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Purchasing", then "Bids Information" and double click the link under the individual bid listing.

50. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is

based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

51. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
52. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.
53. Response Clarification
Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
54. Ethics Certificate (May 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The county may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]
55. Task Order Procedures (If Needed)
 - (a.) The Contractor shall perform work assigned under this Contract as directed in task orders issued by the COUNTY Contracting Officer in accordance with the terms and conditions of the task order or as specified elsewhere in the Contract. Task orders will be executed in writing through a bilateral agreement between the Contractor and COUNTY. Upon execution of task orders, the Contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the work set forth in the task order.
 - (b.) Task orders shall be subject to the terms and conditions of this Contract. In the event of conflict between a task order and this Contract, the Contract shall control.
 - (c.) Task Orders shall be subject to appropriation and availability of funds as described in clause no. 7, "Non-Appropriation" in the General Terms and Conditions included in the Contract. In no event, shall the Contractor be authorized to incur costs under an individual task order in excess of the total amount of funds obligated against that task order. The Contractor shall not exceed the ceiling price approved for each individual task order unless authorized by the COUNTY Contracting Officer in writing by an approved Change Order.

- (d.) Task orders shall be negotiated. Task orders may be issued from the effective date of this Contract through completion or termination of the Contract. Any task order issued during the effective period of this Contract and not completed within that time shall be completed by the Contractor within the time specified in the task order. The task order and the Contract shall govern the Contractor's and COUNTY's rights and obligations with respect to that task order to the same extent as if the task order were completed during the Contract's effective period.
- (e.) There is no limit on the number of task orders that may be issued against this Contract, if and when needed.
- (f.) In the event that fewer direct labor hours or estimated total costs are used by the Contractor accomplishing the prescribed work under individual task orders than were obligated by the executed task orders, the Contractor shall generate a letter addressed to the Project Manager requesting the closure of the task order. The Contracting Officer and Accounts Payable shall be copied. Unused funds shall be restored to the unassigned funds for the Contract. The parties agree that any downward price/cost adjustment shall reflect actual work performed.

56. This bid will not be subject to the Georgetown County Local Vendor Preference due to the restrictions included in the CTC Funding mechanism.

57. Vendor Checklist

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

- Mandatory Bid Submittal Form
- Substitute for Form W-9
- Bid Bond
- Unit Price Schedule
- Non Collusion Certificate
- Mandatory Exceptions Page

A Certificate of Insurance naming Georgetown County as an additional insured must be on file prior to any award. A performance Bond and a Labor and Materials Bond must be on file before work may proceed.

[The remainder of this page intentionally left blank.]



**SUBSTITUTE FOR FORM W-9
MANDATORY BID SUBMISSION FORM**

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to a 28% withholding on each payment.

INDIVIDUAL OR OWNER'S NAME _____
(Sole Proprietor Must Provide Individual Name along with Business Name)

LEGAL BUSINESS NAME (d/b/a): _____

ADDRESS: (_____
(_____
(_____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)
(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)

Social Security Number _____ - _____ - _____

Employer Identification Number _____ - _____

BUSINESS DESIGNATION

- Individual, Sole Proprietor, or Single-Member LLC
- S-Corporation
- Trust/Estate
- Non-Profit Organization/501(a)
- Limited Liability Company: C = Corporation S = S Corporation P = Partnership
(Must Circle the appropriate Tax Classification)
- C-Corporation
- Partnership
- Governmental Entity
- Other: _____

Exempt Payee Code (if any): _____
(Exemption codes apply only to certain entities, not individuals; IRS W-9 instructions, page 3):

PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):

MEDICAL SERVICES PROVIDER ATTORNEY/LEGAL SERVICES PROVIDER

CERTIFICATION Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person; and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. *The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.*

Signature: _____ Date _____

NON-COLLUSION OATH)

COUNTY OF: _____)

STATE OF: _____)

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2016

 Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

STATE OF: _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

(Note: Notary seal required for out-of-state offeror)



MANDATORY BID SUBMITTAL FORM
Bid #16-034
CTC Road Repair and Resurfacing, FY16

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

1. Name of Company submitting bid _____

2. Base Bid Figures:

Segment 1: Grate Ave (0.26 miles long), between Petigru Dr and end of existing asphalt
NOTE: PAVED PORTION OF GRATE AVENUE ONLY
RESURFACE

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
1	2" compacted Asphalt Surface Course 220 lbs/SY	3000	SY		
2	2" Asphalt Lift (Super Elevated Section, 0.11 LM	550	LF		
3	24" Thermoplastic "Stop Bar"	1	each		
4	Finished Pavement Shoulders	Lump Sum			
Segment Total					

Segment 2: Brown Bark Ln (850 Linear Feet) between Station 5+500 to terminus
RESURFACE

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
1	2" compacted Asphalt Surface Course 220 lbs/SY	1250	SY		
2	Full Depth Patching (Entire Area)	0.16	LM		
3	24" Thermoplastic "Stop Bar"	1	each		
4	Finished Pavement Shoulders	Lump Sum			
Segment Total					

Segment 3: South First St (0.42 miles long), from Pendergrass Ave to Belair Ave
RESURFACE

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
1	2" compacted Asphalt Surface Course 220 lbs/SY	5000	SY		
2	24" Thermoplastic "Stop Bars"	2	each		
3	Finished Pavement Shoulders	Lump Sum			
Segment Total					

**Segment 4: Belair Ave (0.07 miles long), between US-17 Business and South First St
RESURFACE**

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
1	2" compacted Asphalt Surface Course 220 lbs/SY	850	SY		
2	Full Depth Patching	20	SY		
3	24" Thermoplastic "Stop Bar"	1	each		
4	Finished Pavement Shoulders	Lump Sum			
				Segment Total	

**Segment 5: Prince Creek Pky (1.36 miles long), from Collins Creek Dr to end of pavement at Christ Church entrance
RESURFACE**

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
1	2" compacted Asphalt Surface Course 220 lbs/SY	18,000	SY		
2	Full Depth Patching	200	SY		
3	Double Line Yellow Center Striping – Traffic Paint	7,200	LF		
4	Single Line White Edge Striping – Traffic Paint	14,400	LF		
5	Amber Bi-Directional Reflective Pavement Markers (80-Ft Intervals)	90	EA		
6	24" Thermoplastic "Stop Bar"	1	EA		
7	Finished Pavement Shoulders	Lump Sum			
				Segment Total	

3. Total Cost for Performance Bond: \$ _____

4. **Total Base Bid Cost** (Lines 2 [all items] + 3):\$ _____

5. Agency Designated for Inspection and Testing (per 5.04 on page 8): _____

6. The above prices include all construction staking, labor, materials, inspection and testing, bailing, shoring, removal, overhead, profit, insurance, sales taxes, all other applicable taxes and fees, and all other incidentals to perform all work as shown on the plans and outlined in the specifications.

7. The OWNER reserves the right to hold all proposals for a period of 60 calendar days prior to acceptance, and during said period, the proposal submitted herein shall be a valid offer to the BIDDER.

8. Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal contract within 15 calendar days and deliver a surety bond or bonds as required. The Bid Surety attached in the sum of 5% of the amount bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

9. SC State Contractor License Number: _____

License Specialty: _____

10. A copy of the SCDOT Certified Plant Certificate for the plant(s) producing HMA mixtures for this project must be attached to this bid. **Yes** **No**
11. Agency designated to provide inspections and testing: _____
12. Number of days for mobilization after Notice to Proceed:: _____
13. Contact Address: _____

14. Contact Person : _____
15. Telephone Number _____ Fax Number _____
16. E-Mail address _____
17. Remittance Address: _____

18. Accounting Contact _____
19. Telephone Number _____ Fax Number _____
20. E-Mail address _____
21. FEIN or Social Security Number: _____
22. Will you honor the submitted prices for purchase by other departments within Georgetown County and by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?
 Yes **No**
23. Acceptance of Invitation for Bid Content: The contents of the successful IFB may be included as contractual obligation in applicable clauses of the contract; therefore, the selected contractor must be prepared to be bound by his proposal.
24. **RENEWAL OF CONTRACT**
The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.
25. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

26. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Request for Proposal No. 16-034 were received.

27. MINORITY PARTICIPATION **[Information Only]**

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

Yes **No**

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

Yes **No**

If so, please list the certifying governmental entity: _____

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

Yes **No**

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

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

Yes **No**

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

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

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

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

28. ILLEGAL IMMIGRATION: Construction

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov).

29. INFORMATION ONLY:

- Our company accepts government procurement cards.
- Our company does not accept government procurement cards.

30. Printed Name of person binding bid _____

31. Signature (X)_____

32. Date_____

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all offeror provided attachments. Thank you.

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UNIT PRICE SCHEDULE
Bid #16-034
CTC Road Repair and Resurfacing, FY14

(Mandatory Bid Submittal Form)

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

- a) Additional Fill Soil, Cost per Ton placed: \$_____
- b) Muck & Fill Unsuitable Sub-grade Materials, per Cubic Yard \$_____
- c) Hydroseeding, per SquareYard: \$_____
- d) Thermoplastic Pavement Marking:

Thermoplastic Pavement Marking Items	
Description	Cost per Linear Foot
Center Line (Single Line)	\$
Center Line (Double Line)	\$
Edge Line	\$
STOP Line	\$
Description	Cost per Each/Item
Turn Arrow Indicators	\$

- e) Traffic Paint Pavement Marking:

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

Company Name: _____

Printed Name of person binding bid _____

Signature (X) _____

Date _____

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

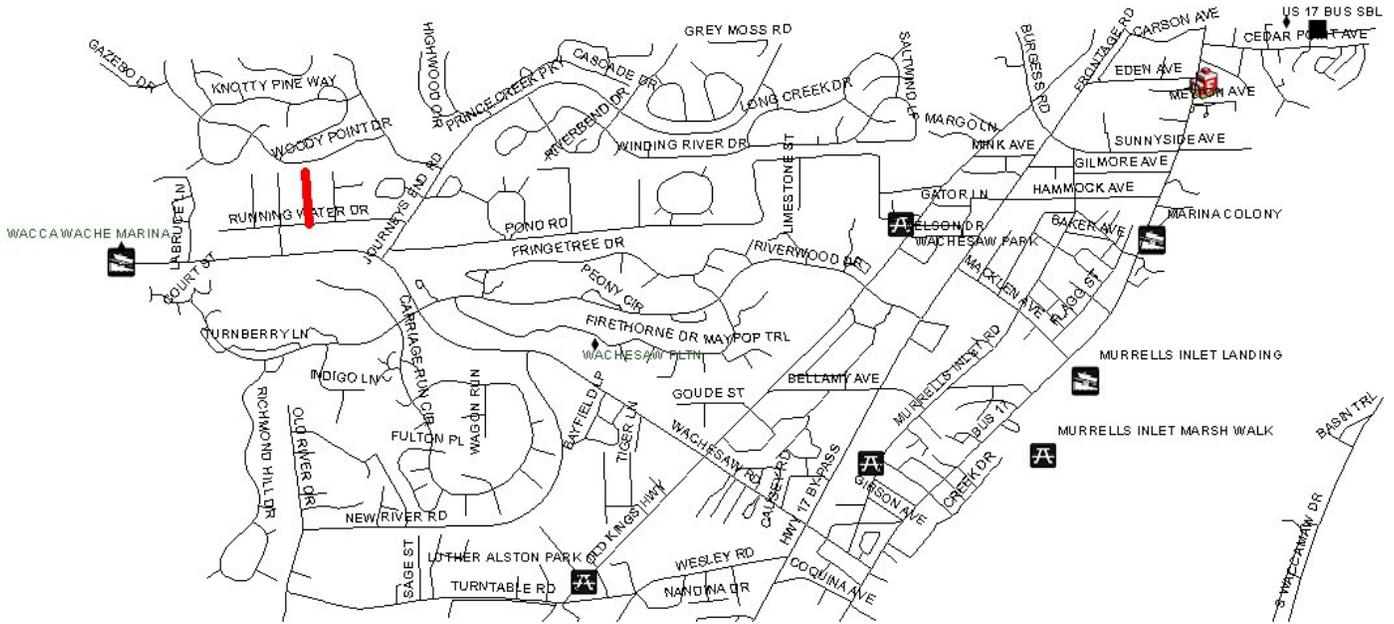
List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation.

EXHIBIT "A" Project Locations

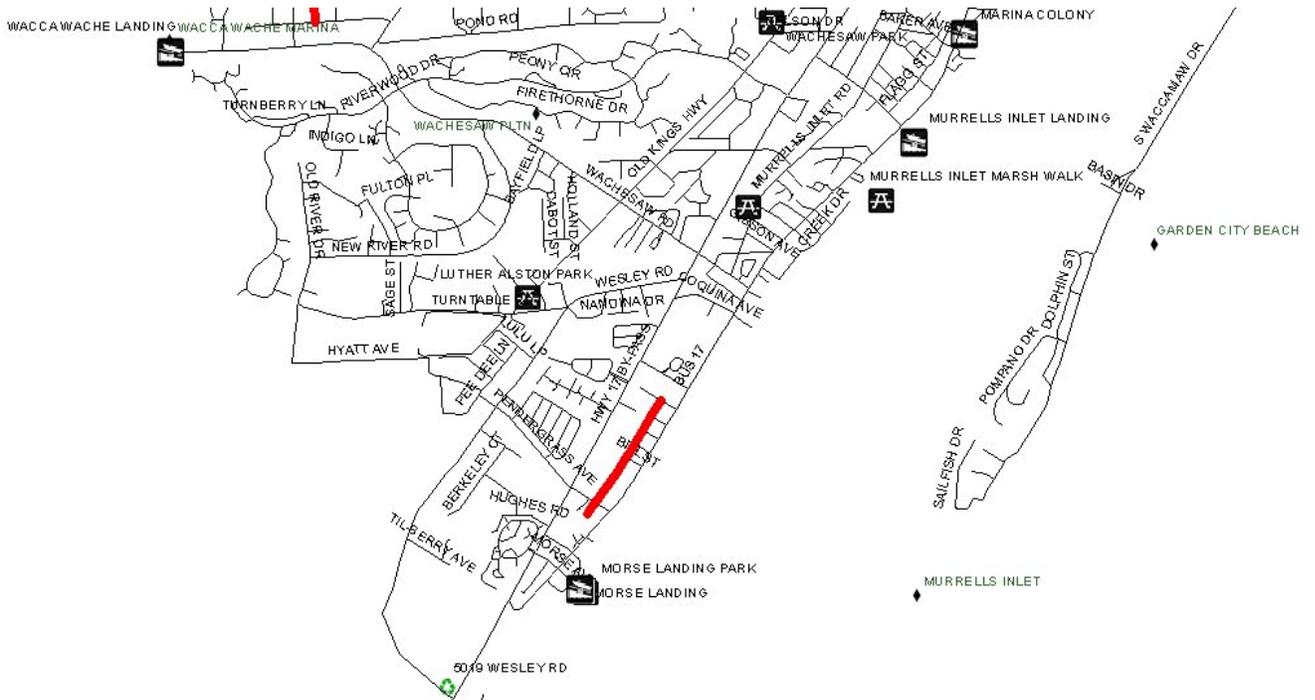
Segment 1: Grate Ave (0.26 miles long), between Petigru Dr and end of existing asphalt
NOTE: PAVED PORTION OF GRATE AVENUE ONLY
Location: Pawleys Island Community
RESURFACE



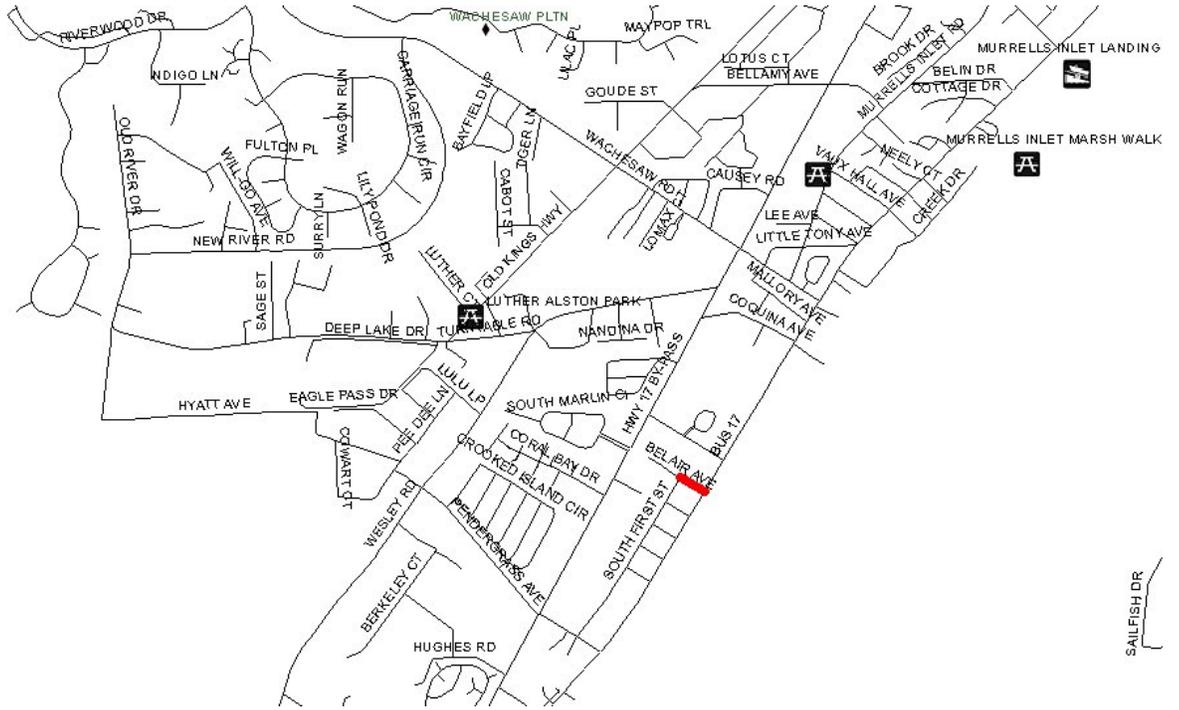
Segment 2: Brown Bark Ln (0.02 miles long), between Station 5+500 to terminus
Location: Murrells Inlet Community
RESURFACE with Full Depth Patching where Needed



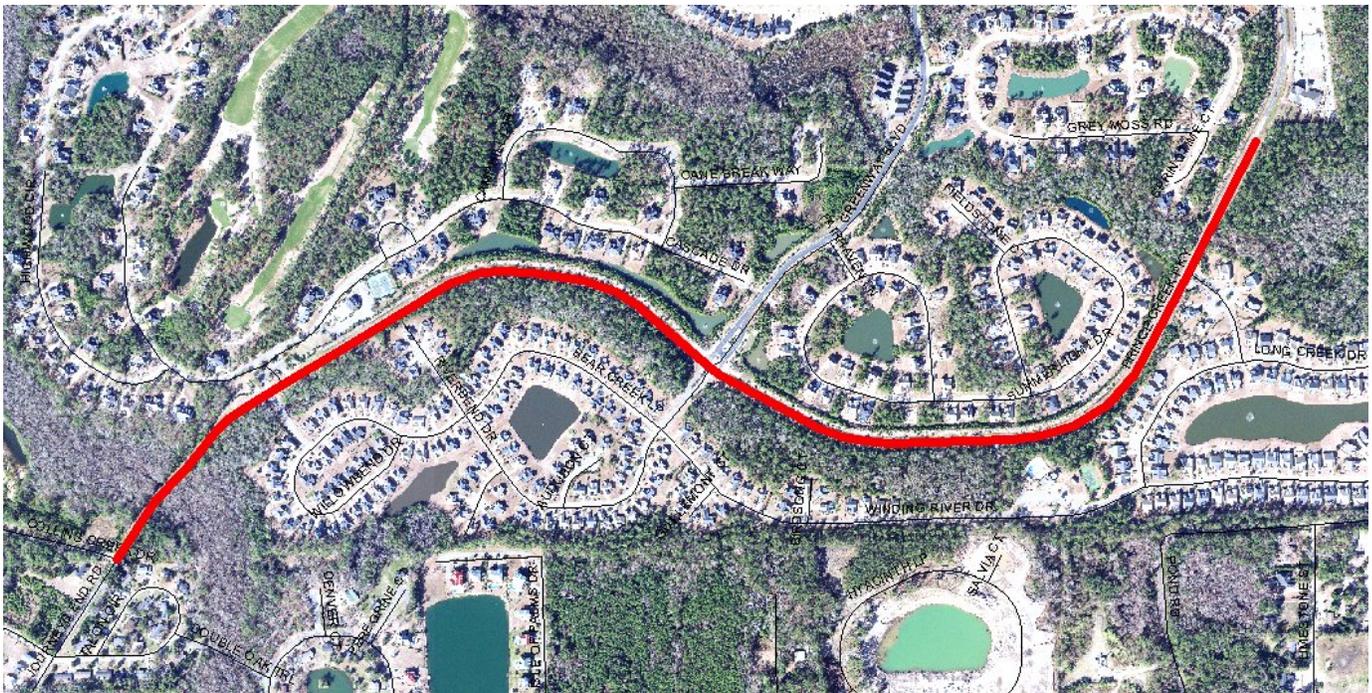
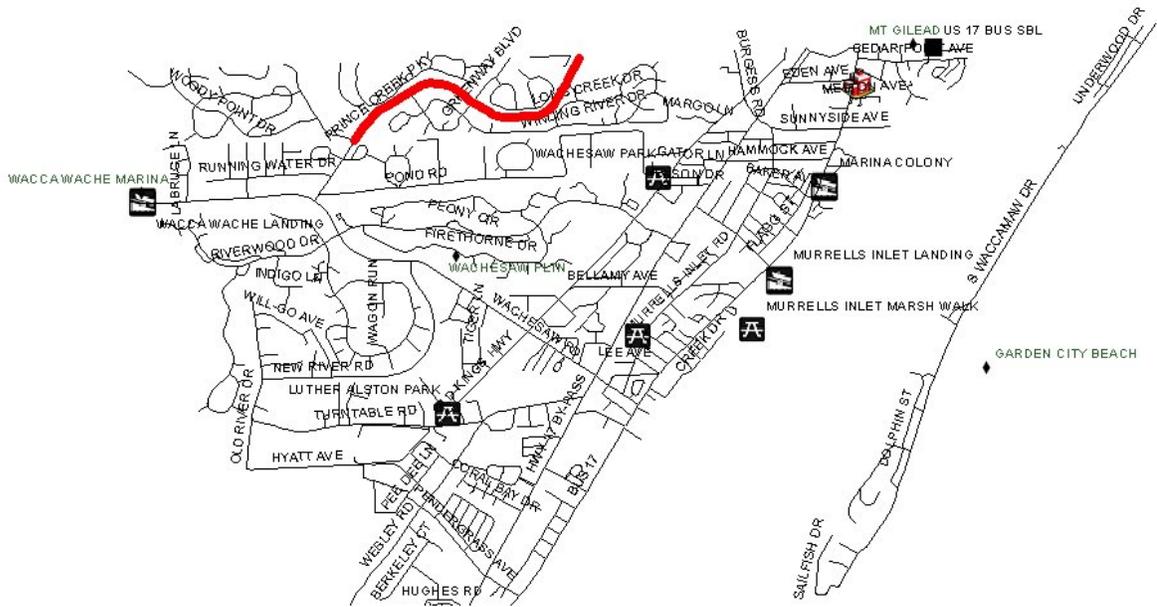
Segment 3: South First St (0.42 miles long), from Pendergrass Ave to Belair Ave
Location: Murrells Inlet Community
RESURFACE



Segment 4: Belair Ave (0.07 miles long), between US-17 Business and South First St
Location: Murrells Inlet Community
RESURFACE



Segment 5: Prince Creek Pky (1.36 miles long), from Collins Creek Dr to end of pavement at Christ Church entrance
Location: Murrells Inlet Community
RESURFACE



4. The Contractor agrees to indemnify, defend and hold the Owner and its agents, representatives, officers, directors and employees harmless from all costs, damages and expenses, including reasonable attorneys fees, incurred by the Owner and its consultants by virtue of any claim or claims filed by any Trade Subcontractor, mechanic, laborer, or materialman making claims arising from the performance of the Work by, through, or under the Contractor, provided the Contractor has received from the Owner all amounts properly due under this Contract concerning the claim. The Contractor shall execute and deliver to the Owner's title insurer similar indemnifications or such other document as such title insurer shall reasonably request in order to protect it against lien claims from Trade Subcontractors. The Contractor also hereby agrees to indemnify and hold harmless, protect and defend the Owner and its consultants from and against any liability, claim, judgment, loss or damage, including, but not limited, to direct damages, attorney's fees, court costs and expenses of collection, occasioned in whole or in part by the sole failure of the Contractor, and its Trade Subcontractors to comply with any of the terms or provisions of this Contract.
5. In any and all claims against the Owner by any employee of the Contractor or Trade Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Trade Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
6. The Owner hereby agrees to pay to the Contractor for the said work, when fully completed, the total sum of \$ _____ (the said sum being the total of the Contractor's bid, a copy of which is attached hereto and made a part hereof for all purposes), subject to such additions and deductions as may be provided for in the Contract Documents. In the event the bid contains multiple pay items, it is understood that the amount to be paid shall be the total based on the unit prices, together with lump sum prices, contained in said bid, for the work actually completed. Payments on accounts will be made as customarily provided by the County and consistent with applicable County procedures. The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post audit thereof. Any unit of provision of goods and services must be approved in writing by the Owner prior to payment.
7. The Owner may unilaterally cancel this Contract and the goods and services there under in the event that the Contractor fails and refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of the applicable South Carolina Statutes, made or received by the Contractor in conjunction with this Contract.
8. The Construction Contract Documents provide the criteria and the final date for completion of the Work of the Project.
9. This Contract has been executed by the parties prior to the rendering of any goods or services by the Contractor.
10. The Contractor shall provide a payment and performance bond (the "Bond") to the Owner meeting the requirements of Applicable South Carolina Statute in the sum of \$ _____ and shall cause the Bond to be recorded with the Notice of Commencement in the Public Records of Georgetown County, South Carolina
11. This Contract shall be subordinate to any rule, regulation, order or law of the United States of America, or the State of South Carolina.
12. Contractor and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by Contractor hereunder, or to the wages paid by Contractor to its employees. Contractors shall require all of its Subcontractors to comply with the provisions of this paragraph.
13. Contractor shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its Subcontractors to comply with the provisions of this paragraph.

14. All remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expense, reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal or arbitration proceedings, including, but not limited to, those for paralegal, investigate and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.
15. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business of Contractor to be conducted hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any company person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, that it has not paid or agreed to any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the above provision in each of its Subcontractor agreements relating to the services to be performed hereunder.
16. The headings of the sections of this Contract are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.
17. This Contract, including all Contract documents, constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.
18. This Contract shall not be amended or modified other than in writing signed by the parties hereto. Notwithstanding the foregoing, any Amendments that are not being paid for, in whole or in part, with funds granted by the United States or State of South Carolina need not be approved by them.
19. The validity, interpretation, construction and effect of this Contract shall be in accordance with and be governed by the laws of the State of South Carolina. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract which shall remain in full force and effect.
20. All Construction Contracts Over \$2,000:
 - a) Davis-Bacon Requirements. (not used)
 - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - c) Copeland "Anti-Kickback" Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be

prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.

21. Termination of Contract

- a) The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performed this Contract, whether completed or in process, delivered to the Owner.
- b) Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the Contractor's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Owner thereby.
- d) If, after notice of termination for failure to fulfill its Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price shall be made as provided in paragraph 20.b of this clause.
- e) The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- f) **Non-Appropriation:**
It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

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

IN WITNESS WHEREOF, the Owner and Contractor hereto have signed and sealed this Contract on the day and date first above written in three counterparts, each deemed an original contract.

Georgetown County, South Carolina

Witness: By: _____
Johnny Morant
County Council Chair

Contractor:
By: **Sample** _____

(Title)

(SEAL)

Attest:

Title: _____
(Contractor)