

**INVITATION TO BID  
HERITAGE FARM CENTER  
TURNING LANE AND ENTRANCE ROAD  
BID # 17-01**



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**Oconee County, SC  
Issued: August 18, 2017**

**COUNTY OF OCONEE**  
**Procurement Office**  
415 South Pine Street, Walhalla, SC 29691  
Phone 864-638-4141 Fax 864-638-4142  
Robyn Courtright, CPPO, Procurement Director

**INVITATION FOR BIDS**

**BID NUMBER:** 17-01

**DATE:** August 18, 2017

**OPENING DATE AND TIME:** September 5, 2017 at 2:00pm EST

**OPENING LOCATION:** Oconee County Administrative Building, Procurement Office,  
Room 100, 415 S. Pine Street, Walhalla, SC 29691

**MAILING ADDRESS:** Oconee County Procurement Office  
415 S Pine Street, Room 100, Walhalla, SC 29691

**PROCUREMENT FOR:** Heritage Farm Center Turning Lane and Entrance Road

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids which are mailed.

**BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.**

**CONSTRUCTION CONTRACTS MUST ALSO INDICATE CONTRACTOR'S LICENSE NUMBER AND SCDOT PRE-QUALIFICATION NUMBER ON THE ENVELOPE.**

**DIRECT ALL INQUIRES TO:** Robyn Courtright, CPPO  
Procurement Director  
rcourtright@oconeesc.com  
Phone: 864-638-4141  
Fax: 864-638-4142

**NOTICE TO BIDDERS:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

**Questions may be submitted using the enclosed form or e-mailed to rcourtright@oconeesc.com. Deadline for questions is Thursday, August 24, 2017 at 2:00pm.**

*Oconee County complies with all South Carolina and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.*

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Robyn Courtright  
Procurement Director

**"NO BID" RESPONSE FORM**

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. **In order to ensure that the County file has current information, or if you wish to be added to Oconee County's Vendor Listing, you must also return the Certificate of Familiarity form completed in its entirety.**

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

Please check statement(s) applicable to your "No Bid" response --

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

*Comments:*

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\_\_\_\_\_  
**Company Name** (as registered with the IRS)

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Correspondence Address**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_/\_\_\_\_\_  
**Telephone** **Fax**

## **BOND REQUIREMENTS**

1. **BID BOND:** Each offeror shall submit with his Bid, a Bid Bond with a good and sufficient surety or sureties company licensed in the State of South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

### **OTHER ACCEPTABLE METHODS:**

- A. CERTIFIED CHECKS:** If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Oconee County Treasurer's Office, in the amount of 5% of the total Bid amount.

A check will be returned to the unsuccessful offerors after award and will be returned to the successful offeror after acceptance of the final contract and surety by the offeror.

- B. IRREVOCABLE LETTER OF CREDIT:** Oconee County will accept an Irrevocable Letter of Credit in lieu of a Bid Bond. Letter shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 5% of the total Bid amount.

2. **PERFORMANCE AND PAYMENT SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. Performance Bond shall include a one-year warranty of workmanship and materials and shall commence upon completion and acceptance of the total contract by Oconee County. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

**Option 1: Performance Bond:** Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating satisfactory to Oconee County. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

**Option 2: A Certified Check:** Equal to 100% of the contract amount to be retained by Oconee County until satisfactory completion of the contract.

**Option 3: Irrevocable Letter Of Credit:** Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

### **IMPORTANT NOTE:**

**COST OF PERFORMANCE BOND IS TO BE INCLUDED IN THE UNIT PRICES LISTED ON THE BID FORM.**

**DO NOT WRITE IN A PERFORMANCE BOND AMOUNT AS A SEPARATE ITEM.**

**FAILURE TO SUBMIT CORRECT BID GUARANTEE MAY RESULT IN REJECTION OF YOUR BID.**

## INSTRUCTIONS AND CONDITIONS

1. GENERAL:
  - a. Submit an original and one copy of your bid.
  - b. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be accepted. It is the vendor's sole responsibility to insure that these documents are received by the Procurement Office at the time indicated in the bid document.
  - c. When specifications or descriptive papers are submitted with the bid invitation, be sure all documents are clearly labeled with the Bidder's name.
  - d. Submit your **signed** bid on the forms provided in this bid package. Failure to do so may be cause for rejection. Show bid number on envelope as instructed. Oconee County assumes no responsibility for unmarked or improperly marked envelopes.
  - e. All Competitive Sealed Bids must be enclosed in a **SEALED** envelope before submitting to Procurement Office.
  - f. 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 the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. 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.
  - g. By submission of a bid, the bidder is guaranteeing that all goods and services meet the requirements of the solicitation during the contract period. Unless otherwise stated it is understood and agreed that all items shall be new and in first class condition.
  - h. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after specified time for opening.
2. COST OF BIDS: Under no circumstances will the County be liable for any costs associated with any response to solicitations. The bidder shall bear all costs associated with the preparation of all bid materials submitted.
3. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
4. DELIVERY: Oconee County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, provided that such day is not a legal holiday. The purchase order number must be indicated on all delivery tickets. Other specific delivery instructions may be noted in the bid specifications.
5. SHIPPING: All deliveries shall be shipped F.O.B. point of Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.
6. PAYMENT TERMS: Following are the payment terms, unless otherwise stated in the Minimum Specifications:
  - (A) Construction Contracts - Payment application for construction contracts are to be submitted on an AIA Application for Payment form. Application for payment shall reflect work completed through the last calendar day of the month. Retainage for construction contracts will be as follows: 10% of

completed, 10% of materials stored on site. Partial payments will be made as follows: Provided an application for payment is received by the Architect, or project manager, no later than the 5th day of the month, the County shall make payment to the Contractor not later than the 25th day of the same month.

If an application for payment is received by the Architect after the 5th day of the month, payment shall be made by the County no later than 20 days after the architect, or project manager, receives the application for payment. If an application for payment is returned to the Contractor by the Architect due to errors or omissions, payment shall be made by the County no later than 20 days after the architect, or project manager, receives the corrected application for payment.

(B) Equipment, Goods, and Services – Payment shall be made within 30 days after receipt of equipment, goods and services that are complete and meet all specifications of bid solicitation. The County will not make “pre-payments” for any goods or services and partial payments shall be at the discretion of the Procurement Director.

7. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing within seven (7) calendar days after receipt of bid. The solicitation may or may not be changed, but a review of such notification will be made prior to the award.
8. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein should be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications. Deviations should be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items should provide information sufficient enough to determine acceptability of item offered.
9. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the item they plan to furnish so as to enable the County to compare the item specified; and, such item shall be given due consideration. The County reserves the right to insist upon, and receive items as specified if the submitted items do not meet the County's standards for acceptance.
10. **UNIT PRICES:** When applicable, unit prices will govern over extended prices unless otherwise stated in this bid invitation. All bid prices shall remain effective for a minimum of 60 days, unless otherwise stated.
11. **INTERPRETATIONS OR ADDENDA:** No oral changes shall be made to any bidder regarding the Bid Documents or any part thereof. Every request for an interpretation shall be made in writing via email or fax to the Buyer as indicated in the bid document. All inquiries must be received by the last day for questions stated in the solicitation document. Any changes to the specifications shall be in the form of a written Addendum to the Bid Documents. The Addendum will be posted on the Procurement web site at [www.oconeesc.com/procurement](http://www.oconeesc.com/procurement). The Addendum will also be emailed to all Bidders who have contacted the Procurement Office and asked to be placed on the Bidder's List. It shall be the bidder's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Bid Documents and all bidders shall be bound by such Addenda, whether or not received by the bidders.

12. **BID OPENING:** The Procurement Director or his/her designee shall decide when the time set for bid opening has arrived, and shall so declare to those present. He/she shall then personally and publicly open all bids received prior to that time and read them aloud to those persons present and have the bids recorded. At the opening the following information is read aloud:
- (A) **Sealed Bids:** Bidders name, brand name, model number, unit price, and lot price or lump sum, as may be applicable.
  - (B) **Best Value Bids:** Only the names of the bidders who responded to the bid will be provided.
  - (C) **Request for Proposals:** Only the names of the bidders who responded to the bid will be provided.
- Questions and other information regarding the contents of specific bids shall not be released until after the evaluation is complete and the award has been made. Only then shall the entire file be available for public review.
- Disclosure of Bid Information: Only the information disclosed by the County Procurement Director or his/her designee at bid opening is considered to be public information under the South Carolina Freedom of Information Act, Chapter 4, Title 30 of the South Carolina Code of Laws, 1976, as amended, until after the award is made.
13. **TIE BIDS:** If two or more bidders are tied in price, while otherwise meeting all of the required terms and conditions of the bid, awards may be determined as follows:
- (A) If there is an in-county business (active business or warehousing facility located within Oconee County) tied with an out-of-county business, the award will go to the in-county business.
  - (B) If there is an in-state business (active business or warehousing facility located within South Carolina) tied with an out-of-state business, the award will go to the in-state business.
  - (C) Tie bids involving in-County and in-State firms may be resolved by the flip of a coin in the office of the Procurement Director witnessed by all interested parties.
14. **BIDDERS QUALIFICATION:** Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
15. **CORRECTION OR WITHDRAWAL OF BID; CANCELLATION OF AWARD:** Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following: appropriate mistakes discovered by the bidder before bid opening may be modified or withdrawn by submitting written notice to the Procurement Department prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Procurement Director.
16. **REJECTION OR ACCEPTANCE OF BIDS; WAIVER OF TECHNICALITIES AND IRREGULARITIES:** The County shall reserve the unqualified right to reject any and all bids or accept such bids, as appears in the County's own best interest. The County shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made under this Article. In all cases, the County shall be the sole judge as to whether a bidder's bid has or has not satisfactorily met the requirements to solicitations made under this Article.

17. **AWARD:** A Notice of Award will be publicly posted in the County Administrative Building lobby, and will also be posted on the Oconee County web site at [www.oconeesc.com/procurement](http://www.oconeesc.com/procurement). The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. Oconee County reserves the right to waive any technicalities and informalities, and accept or reject any bid as deemed in the best interest of the County. The County will be sole judge as to whether bids submitted meet all requirements contained in this solicitation. When so stated in the bid solicitation, the award can be made to one or a multiple vendors, whichever is in the best interest of the County, and quantities may vary, depending upon availability of funds, unless otherwise stated. Best value bids will be evaluated and awarded based on the criteria set forth in the bid document. Based on the total award amount the final decision for award may rest with the Oconee County Council.
18. **PROTEST PROCEDURE:**
- A. **Right to Protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director, except as otherwise stated in this Article. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved prospective bidder, offeror, or contractor knows or should have known of the facts giving rise thereto.
  - B. **Authority to Resolve Protests.** The Procurement Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest by an aggrieved bidder, offeror, or a contractor, actual or prospective, concerning the solicitation or award of a contract.
  - C. **Decision on Protests.** If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) calendar days. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestant of the protestant's rights to appeal the decision of the Procurement Director as provided in this Section.
  - D. **Notice of Decision on Protests.** A copy of the decision under Subsection 2-443(d) of this Section shall be mailed or otherwise furnished to the protestant.
  - E. **Finality of Decision on Protests.** A decision under Subsection 2-443(c) of this Section shall be final and conclusive, unless a business adversely affected by the decision appeals administratively to the County Council in accordance with this Section.
19. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Procurement Director by calling 864-638-4141. Copies of all correspondence concerning this contract shall be sent to the Procurement Director, 415 S. Pine Street, Walhalla, SC 29691. All change orders must be authorized in writing by the Procurement Director. Oconee County shall not be bound to any change in the original purchase order or contract without prior written approval of the Procurement Director.
20. **CONTRACT:** This bid and submitted documents, when properly accepted by Oconee County along with a written purchase order, shall constitute a contract equally binding between the successful offeror and Oconee County. No different or additional terms will become a part of this contract, except through a Change Order, when applicable.
21. **ASSIGNMENT:** Once a contract has been executed, the Contractor shall not assign, sublet, or transfer the contract without the written consent of the Procurement Director.
22. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Director.
23. **ARBITRATION:** Under no circumstances and with no exception will Oconee County act as arbitrator between the Contractor and any subcontractor.



24. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
25. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County of Oconee and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the County or failure of the County to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
26. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the County. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff, unless it is a direct quote from the County Administrator.
27. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
28. **PROHIBITION OF GRATUITIES:** The following applies to all procurements issued by Oconee County: Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
29. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business within the State. Notwithstanding the fact that applicable statutes may exempt or exclude the Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the Contractor agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
30. **6% SC SALES TAX:** Oconee County is subject to South Carolina Sales Tax on all purchases of goods and services, except for the mining operation of the Oconee County Rock Quarry, and the recycling operation of the Oconee County Solid Waste Department. Therefore, 6% sales tax must be added to all orders, except for the mining operation of the Rock Quarry. Lump sum bids however, shall include sales tax in bid price unless otherwise noted. By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with Title 12, Chapter 36, Article 1 of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.

31. **DRUG-FREE WORKPLACE:** By submittal of this bid, you are certifying that you will comply with Title 44, code of Laws of South Carolina, 1976, Section 44-107-30.
32. **ILLEGAL IMMIGRATION REFORM ACT – 2008 - Title 8, Chapter 14, Act. No. 280:** By submittal of this bid, you are certifying that you are in compliance with Title 8, Chapter 14, or that this law is inapplicable to you and your subcontractors. An overview of this law is available at [www.procurementlaw.sc.gov/immigration](http://www.procurementlaw.sc.gov/immigration). This is required of all contractors and subcontractors as of January 1, 2010.
33. **LOCAL PREFERENCE:** The lowest local responsible and responsive bidder who is within two percent (2%) of the lowest non-local responsible and responsive bidder, may match the bid submitted by the non-local responsible and responsive bidder and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid in excess of ten thousand dollars (\$10,000.00). The local preference as set forth in this section shall only be given to local responsible and responsive bidders who have a physical business address located and operating within Oconee County and who have met all other requirements of the solicitations of written quotes or the invitation to bid, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the County shall not use local preference in awarding the contract. If there are multiple responsible and responsive bidders who meet the local preference guidelines as set forth in this section, the County shall use standard procurement practice and procedure as set forth in this Article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the County’s unqualified right to reject any and all bids or proposals or accept such bids or proposals, as appears in the County’s own best interest.
34. **INSURANCE:** The successful contractor 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 contractor, 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 contractor for the duration of the contract period; for occurrence policies.
- A. **Commercial General Liability:** Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.
- Minimum Limits:  
 \$2,000,000 General Aggregate Limit  
 \$1,000,000 Products & Completed Operations  
 \$1,000,000 Personal & Advertising Injury  
 \$1,000,000 Each Occurrence Limit  
 \$50,000 Fire Damage Limit  
 \$5,000 Medical Expense Limit
- B. **Business Commercial Automobile Liability:** Coverage sufficient to cover all vehicles owned, used, or hired by the contractor, his agents, representatives, employees or subcontractors.
- Minimum Limits:  
 \$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, to include state’s endorsement for businesses outside of SC. Employer’s Liability, \$1,000,000.

## **Coverage Provisions**

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. Oconee County, 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 contractor'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 contractor 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 contractor 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 contractor 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 who are lawfully authorized to do business in the state of SC, and who maintain 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 the County's Risk Manager.

## **SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS**

1. **LICENSES, PERMITS, INSURANCE & TAXES:** All costs for required licenses, insurance and taxes shall be borne by the contractor. It shall be the responsibility of the contractor to obtain all licenses and permits and to pay all fees associated with work performed within the jurisdictions of any city, where applicable. If work is performed in unincorporated areas of the County, a County building permit is required; however, the County will waive any fees.
2. **BUILDING CODES:** The contractor will be solely responsible for compliance with applicable Building Code requirements, all dimensions, and all conditions relating to his work under this contract.
3. **WORKMANSHIP:** Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
4. **WATCHMEN:** It is not required that a full-time watchman be employed on this job, however the contractor shall be responsible for the safekeeping of materials and protection of the public during the entire construction period.
5. **INTERFERENCE:** The construction work must be carried on in such a manner, consistent with the practical conditions involved in the erection of the new work, as to cause the least amount of interference and inconvenience to the occupants of nearby or adjoining buildings or property.
6. **PROTECTION OF ADJACENT WORK:** Protect work and adjacent work at all times with suitable covering or by other approved methods. All damage to work in place caused by the contractor shall be repaired and restored to the original good and acceptable condition using same quality and kinds of materials, as required, to match and finish with adjacent work.
7. **SITE CLEANING:** The contractor shall keep the construction site clean and free from an accumulation of debris or materials during the construction. At the completion of the work, the entire facility and premises shall be left clean. All accumulations of trash and other materials which are not to be used in the construction must be removed from the premises on a daily basis.
8. **TIME LIMIT:** It is hereby understood and agreed by the parties hereto that time is of the essence in this contract and that great energy and diligence shall characterize all operations carried on under this agreement.
9. **FINAL INSPECTION:** At the completion of the contract work, a representative of the Owner shall accompany the contractor on an inspection of the work. All defects found in the work will be corrected by the contractor before final payment will be authorized.
10. **GUARANTEE:** Upon completion of the work and before final payment is made, the Contractor shall furnish the Owner a guarantee stating that the Contractor shall keep his entire portion of the work in repair, without expense to the Owner, as far as concerns defects of workmanship for a period of one (1) year from the date of final Certificate (unless specified for a longer time elsewhere) and he shall be responsible for, and make good any damage to his work caused by such defect; but this clause shall not be interpreted as holding him responsible for making good any deterioration on his part of the work due to its use or abuse by the Owner.
11. **DATE OF COMMENCEMENT AND COMPLETION:** It is the intent of the County to issue a statement of award to the successful contractor on or about September 20, 2017. Contractor shall submit signed contract, performance and payment bonds, and certificate of insurance, where applicable, within ten (10) days. Upon receipt of signed documents, a Notice to Proceed will be issued. The contractor shall achieve

completion of the entire work not later than November 10, 2017, subject to adjustments of the contract time as provided for in subsequent approved change orders.

12. **CONTRACT PERIOD: Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where the work is located.** For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor shall furnish with his claim National Oceanic and Atmospheric Administration National Weather Service records of climatic conditions during the same time interval for the previous five year for the locality of the work; the Contractor's daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor's Construction Schedule. Time extensions for weather delays do not entitle the Contractor to recovery of "extended overhead" associated with that claim. Should the Contractor feel he is eligible for a contract extension due to abnormal weather conditions, the request, along with documentation, shall be submitted with the Contractor's monthly Application for Payment.
13. **CONTRACT:** This bid and submitted documents, when properly accepted by Oconee County along with a written purchase order, shall constitute a contract equally binding between the successful Contractor and Oconee County. The successful Contractor will be asked to sign a contract similar to the SAMPLE CONTRACT shown as Attachment # 1. No different or additional terms will become a part of this contract, except through a Change Order, when applicable.

**MINIMUM SPECIFICATIONS**  
**Heritage Farm Center Turning Lane and Entrance Road**

**1. INTRODUCTION**

**Scope of Work:** Oconee County is seeking sealed bids for construction services for a new turn lane and entrance to the proposed Heritage Farm Center on Sandifer Boulevard (US Highway 123). The base bid will be for all work associated with the construction of the turn lane and entrance road. This work will include all work associated within the limits of roadway construction including clear and grub, roadway construction, erosion control, storm drainage, grassing and other site improvements as indicated on plan sheets.

**Engineer:** The firm Davis & Floyd, Inc. of Greenwood, SC was hired by the County to provide plans and specifications. Engineer representative is Brent Robertson.

**Any and all questions shall be submitted to Oconee County and will be answered in an addendum.**

**Plans:** Contactor(s) shall review drawings provided by Davis & Floyd, Inc. Plans may be downloaded from:  
<http://www.oconeesc.com/Departments/KZ/Procurement.aspx>

**Contract:** The successful Contractor(s) must be willing to sign a construction contract upon award(s). The sample contract is Attachment # 1 of this bid document.

**It is the intent of Oconee County to award this contract to the lowest responsive, responsible bidder(s). Bidders shall supply a Not-To-Exceed Lump Sum price based on the estimated quantities on the Bid Forms. Quantities provided are estimates only. The unit cost pricing shall be used for monthly progress payments (that will be based off the percentage of work completed) and change orders. The Bidder must inspect the site and review drawings, specifications, and any addenda. This review is to ensure accuracy of the estimated quantities listed in the Bid Forms. After bids have been submitted, the Bidder shall not declare a misunderstanding concerning the quantities of work or the nature of work to be done.**

**These specifications shall be viewed in conjunction with and equal to the Plans, the bid and all bid attachments, the latest edition of the SCDOT Standard Specifications for Highway Construction, the SCDOT Encroachment Permit, SCDHEC NPDES General Permit and any federal, state and local rules and regulations not listed herein. However, if any requirement contradicts another the most stringent requirement shall apply.**

**2. PREPARATION OF BID**

- A.** Bidder shall submit **two** copies of bid (one original and one copy) on Bid Forms furnished. Place Bid Forms and Bid Security within an envelope addressed:  
Ms. Robyn Courtright, Procurement Director  
Oconee County Procurement Office, Room 100  
415 S. Pine Street, Walhalla, S.C. 29691

Place on outside of envelope:

**“Heritage Farm Center Turning Lane and Entrance Road Bid Number 17-01“**  
“Current Registered South Carolina Contractor # \_\_\_\_\_”  
“SCDOT Pre-Qualification # \_\_\_\_\_”

- B. Bidder shall submit **three (3)** references for comparable projects on the reference sheet provided (See Attachment # 2). The reference information shall include Name of Owner of the Project, Brief Description of the project, including the location, Completed Dollar Amount, Date Completed, Contact Person's Name, Phone, Fax and Email. The Procurement Office will check references provided.
- C. Bidder shall list all proposed subcontractors on the separate sheet provided (See Attachment # 3). Subcontractors must be licensed by the State of South Carolina for their respective discipline. Once accepted by the County, Contractor(s) must request in writing and have approved by the County, any changes to the subcontractors. The County reserves the right to request a list of equipment owned by any bidder to help determine their ability to complete the contract.

**3. INSURANCE, LAWS, PERMITS, LICENSES, REGULATIONS, ETC.**

- A. Because of the scope of the project, only bids from Group 5 General Contractors certified for Grading and Asphalt Paving , or having a subcontractor that is from Group 5 General Contractors certified for Asphalt Paving specified by the South Carolina Department of Labor, Licensing and Regulation for Contractors will be accepted. **Bidder shall submit a copy of General Contractor's License with their bid.**
- B. The Contractor(s), in execution of the work, shall conform to all applicable Federal and State laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of the work, including in part, all construction codes and safety codes which may apply to performance of work; protection of adjoining and adjacent property; maintenance of passageways, guard fences or other protective facilities; shall obtain and pay for all permits, licenses and approvals necessary for construction of the work and give all required notices.
- C. The Contractor(s) shall arrange for all inspections required by Federal, State, Municipal or other authorities having lawful jurisdiction and pay all fees and cost incurred.
- D. The successful Contractor(s) shall be required to submit proof of insurance as shown in Instructions and Conditions, Number 34. In addition, the successful bidder will be fully responsible for any damages, done by their company or their subcontractors and suppliers to public utilities and/or personal property as a result of the execution of this Contract. The successful Contractor(s) will be required to indemnify and hold the County harmless for any damage, done by their company and/or their subcontractors, to public utilities and/or personal property as a result of the execution of this contract.

**4. BIDDER'S RESPONSIBILITIES**

- A. Before submitting their bid, the Bidder shall carefully examine the boundaries of the proposed work and make all necessary investigations to inform themselves thoroughly as to the conditions which affect work under this contract. Bidders shall inform themselves thoroughly as to all difficulties involved in completion of all work under this contract in accordance with its requirements.
- B. The quantities and measurements given on the Bid Forms in this specification are **estimates only**. It shall be the sole responsibility of the Bidder to verify all quantities and measurements necessary to perform the work as specified herein.

**5. AWARDED CONTRACTOR(S) RESPONSIBILITIES**

- A. It shall be the Contractor(s) responsibility to participate in a pre-construction conference. The pre-construction conference shall be between County Administration and the Contractor(s) and all Subcontractors. This pre-construction conference will also cover SCDHEC's requirement as

required by the NPDES General Permit. All Contractors and Subcontractors will be required to sign Contractor Certification Form. Project requirements will also be discussed during this conference.

- B. The Contractor(s) shall be responsible for all aspects of their staging area, including, but not limited to, procuring and managing their staging area. Equipment shall not be left inside the right-of-way past work hours. If the Contractor(s) enter into an agreement with a property owner, the Roads & Bridges Manager shall be supplied with a copy of said agreement, including the signature of all parties involved.
- C. The Contractor(s) shall be responsible for inspecting the site weekly in accordance with the SCDHEC NPDES General Permit. The Contractor(s) shall solicit the services of a person who is approved by SCDHEC NPDES General Permit to conduct the weekly inspections. The Contractor(s) shall be responsible for keeping and maintaining a working set of plans onsite as required by the SCDHEC NPDES General Permit.

**6. CONTRACT PERIOD**

**Following is the expected contract period for work, if awarded:**

<b>Contract</b>	<b>Expected Award Date</b>	<b>Completion Date</b>
Heritage Farm Turning Lane & Entrance Road	September 20, 2017	November 10, 2017

Time extensions will **not** be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where the work is located. For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor(s) shall furnish with his/her claim National Oceanic and Atmospheric Administration National Weather Service records of climatic conditions during the same time interval for the previous five year for the locality of the work; the Contractor’s daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor’s Construction Schedule. Time extensions for weather delays do not entitle the Contractor(s) to recovery of “extended overhead” associated with that claim. Should the Contractor(s) feel he is eligible for a contract extension due to abnormal weather conditions, the request, along with documentation, shall be submitted with the Contractor’s monthly Application for Payment.

**7. LIQUIDATED DAMAGES**

For each calendar day, as specified in the contract, that any work remains incomplete after the contract time (including all extensions and adjustments of contract time) the sum of \$1,000.00 per day will be deducted from any money due or to become due the Contractor(s) or his/her surety. Liquidated damages sums shall not be deducted as a penalty. Liquidated damages shall be considered as liquidation of a reasonable portion of damages that will be incurred by the County should the Contractor(s) fail to complete the work in the time provided in his/her contract.

**8. GENERAL SPECIFICATIONS**

- A. **Schedule of Work:** The selected Contractor(s) shall develop a proposed schedule of work to submit to Oconee County prior to commencing work. The schedule shall be provided in a bar-chart format listing the sequence of project activities within the contract time frame. The schedule shall be updated by the Contractor(s) weekly and submitted electronically to Oconee County. Any changes to the schedule or requests for extra inspectors shall be made by telephone to the Roads



and Bridges Manager with a minimum of 24 hours notice. The Roads and Bridges Manager shall be notified by phone prior to 07:30 am of a cancellation of work for that day.

- B. Notification:** The Contractor(s) shall notify the County Roads and Bridges Manager at least 7 calendar days prior to commencing work on this contract. Additionally, there must be 7 days notice of any major changes in the schedule, for example, pull offs to another job.
- C. Work Hours:** Contractor(s) shall perform all work during daylight hours, Monday through Friday, except for official County holidays. The Contractor's Designee and County Inspector shall complete a site inspection during the daylight hours after work is stopped. If the end of the day walk through is not completed by the Contractor's Designee and County Inspector the Contractor(s) risks having to remove and replace that day's work.

**HOLIDAYS OBSERVED BY OCONEE COUNTY DURING CONTRACT PERIOD:**

<b>Labor Day</b>	<b>Monday, September 4, 2017</b>
<b>Veterans Day</b>	<b>Friday, November 10, 2017</b>

- D. Crews & Inspectors:** The Contractor(s) shall assign only one crew at a time per project to County work. Any additional crews must be approved by the Oconee County Roads and Bridges Manager with 24-hours notice. No asphalt work is authorized without an Oconee County Inspector or a designated third party contracted by Oconee County on site. Any work done without an Oconee County Inspector present is subject to removal and replacement solely at the Contractor's expense. The Oconee County Inspector and the Project Foreman shall walk the job site at the end of each day. The Oconee County Inspector shall give Project Foreman a list of any issues that are encountered on the "Daily Work Log". The Project Foreman shall acknowledge receiving the list by signing the "Daily Work Log".
- E. Safety Signage:** The Contractor(s) shall be responsible for posting roads, positioning of flagmen or other methods necessary to maintain safe movement of traffic in and around construction site at all times. The MUTCD & SCDOT specifications shall be the standard followed for signage and safety. During the construction, all stop signs and 911-related road signs, if taken down by the Contractor(s) or his subcontractor, must be replaced by the end of the working day. Failure to maintain signage will hold the Contractor(s) solely liable for accidents and/or failure of emergency response vehicles to find an address, if applicable.
- F. Advertising: No Signs placed on or near jobsites for advertising purposes.**
- G. Utilities:** The Contractor shall be responsible for locating and protecting all utilities during the entire construction period. Any damages to the utilities and any costs incurred from that damage shall be the sole responsibility of the Contractor.
- H. Stone: The Contractor is responsible for purchasing all stone required.** Oconee County stone must be used in all phases of construction (except for aggregate required in the production of asphalt mixes). Prior to beginning any work, the Contractor(s) shall submit to the County a detailed listing of the estimated tons of all rock required for the project.
- I. Weight Tickets:** The Contractor(s) shall provide tickets (gravel and asphalt) that conform to the latest edition of the "SCDOT Standard Specifications for Highway Construction". The tickets shall have the road name and number, subsequent supplements and show gross, net and tare weights. The tickets shall be signed by the Contractor's Designee in order to be honored for payment. Tickets not signed will be subject to rejection. In addition, any trip tickets submitted with accounting discrepancies will be subject to rejection. The tickets shall be presented to the Oconee County Inspector at the job site before material is placed.

**J. Weight Checks:** Oconee County reserves the right to weigh and measure trucks at random, at the Oconee County Rock Quarry, in accordance with the latest edition of the “SCDOT Standard Specifications for Highway Construction” and all subsequent supplements.

**K. Testing:** The County will follow the latest edition of the “SCDOT Standard Specifications for Highway Construction” and subsequent supplemental specifications for testing of various stages of the construction process. However, the number of tests may vary from SCDOT at the County’s discretion. All tests shall be performed by qualified personnel. The costs of any testing that is requested by the Contractor(s) shall be paid by the Contractor(s). A report of each test shall be supplied to the County. Testing done at the direction of the County shall be paid by the County. Tests to be performed will be:

- **Compaction Tests** - If a compaction test does not meet specifications, further compaction tests shall be taken to determine the affected area. The substandard sections shall be removed and replaced per specifications at no cost to the County. If compaction tests that are requested by the County should fail, the Contractor(s) shall be responsible for the cost of the test, removal of material and replacement of material to County specifications.
- **Core Samples** - If a core sample does not meet specifications, further core samples shall be taken to determine the affected area. The substandard sections shall be removed and replaced per specifications at no cost to the County. If core sampling that is requested by the County should fail, the Contractor(s) shall be responsible for the cost of the test, removal of material and replacement of material to County specifications.
- **Nuclear Gauge Testing** - If a nuclear gauge test does not meet specifications, further nuclear gauge tests shall be performed to determine the affected area. The substandard sections shall be removed and replaced per specifications at no cost to the County. If nuclear gauge testing that is requested by the County should fail, the Contractor(s) shall be responsible for the cost of the test, removal of material and replacement of material to County specifications.
- **Proof Roll Testing** – Proof roll testing on sub-grade and base is mandatory. It shall be monitored by the County Inspector and the Contractor’s Representative. The County shall be given 24 hours notice in order to schedule a testing representative. Proof roll testing shall be viewed as incidental and shall have no cost associated with the tests.

**L. Asphalt Cost Indexing:** The cost of asphaltic materials will be indexed to the SCDOT liquid asphalt index with a base index date of September 1, 2017. The change will be reviewed once a month and will be applied, if the difference is greater than 5% since the last adjustment. The review date will be the first calendar day of each month, once one full month has passed after the date the contract has been let. The adjustments in the unit price per ton for Liquid Asphalt Binder (LAB) will be made based on changes in the Monthly Liquid Asphalt Index Price as shown at: <http://www.scdot.org/doing/monthlyindexes.asp>. The adjustments in the unit prices of Surfacing and Intermediate will be made based on changes in the Monthly Liquid Asphalt Index Price using the same site. Changes will be calculated in Unit Price / Ton for Surfacing and Intermediate. The method of calculation will be as follows: The amount of change will be in brackets of 5%. From the DOT Index’s right hand column (+/-) UNIT PRICE / TON for LAB take the change in cost value for that amount of change. The change in cost value will be multiplied by the percent as documented in the Daily Report of the Asphalt Plant Inspection (typically around 5.9% for surface Type C, or 5% for intermediate). The resulting cost value will be added to the bid unit cost of asphalt per ton.

Example: Actual Initial Asphalt Price January 1, 2014 (Bid Price) = \$72.00, LAB jumps 5.0% from the base month, for a 5-10% change the (+/-) UNIT PRICE / TON for LAB is \$29.38 on the August 1, 2014, LAB index.

$$\text{Calculation: } (\$29.38 \times 5.9\%) + \$72.00 = \$73.73$$

This gives the unit cost for that month’s billing: \$73.73 cost per ton for Type C asphalt.

Clear, concise, detailed documentation of all adjustment calculations shall be provided with the monthly bill for verification.

- M. Reports:** The Contractor(s) shall employ certified personnel and equipment to prepare daily reports that provide information regarding plant mix, percentage of liquid asphalt per ton, bitumen content, gradation and marshal stability. Each report shall verify in writing that the mix meets the requirements of this Contract. Oconee County will be supplied with a copy of this daily analysis report. No pay requests will be approved prior to submission of all required reports.
- N. Asphalt Mix Testing:** Oconee County reserves the right at its discretion to employ a qualified independent testing agency to perform testing at the plant site, using Contractor's equipment, at no additional cost to the County, to verify that the specified mix design is being met. If Oconee County exercises its right to employ said qualified independent testing agency and the test indicates that the specified design mix is not being met, the Contractor(s) shall reimburse the County for the fees charged by the independent testing agency. If the specified design mix is being met, the County shall pay the fees of the independent agency.
- O. Weather and Surface Temperature Restrictions:** Asphalt mixture shall not be applied when the existing surface is wet or frozen. The placing of asphalt surface courses (including sand asphalt surface courses) shall not be permitted during the months of December, January and February except with written permission of the Roads and Bridges Manager. For all other mixtures, the existing surface temperature for the placement of asphalt mixtures shall be in accordance with the Table 0-1:

Lift Thickness (inches)	Minimum Surface Temperature (degrees F)*
1.0 or less	55
1.1 to 2.0	45
2.1 to 3.0	40
3.1 to 4.5	35

\*Surface temperature to be measured with handheld infrared non-contact thermometer with no interference from artificial heat.

- P. Asphalt Temperature:** Deliver the Hot Mix Asphalt to the spreader at a temperature within 20° of the temperature from the plant in accordance with Section 401.4.17 of the SCDOT Standard Specifications. (No less than 275° F.)
- Q. Punch List:**
- Punch List to Release Retainage:** The final action taken on each road shall be thorough inspections of the completed job by the Roads and Bridges Manager. The Roads and Bridges Manager will inspect the project and list any deficiencies. The list shall be turned into the County Roads and Bridges Office for coordination and tracking of corrective actions. Retainage will be released only after corrections are completed and are accepted by the Roads and Bridges Manager.
  - Punch List to Release Warranty:** One month prior to the end of the warranty period, the completed project shall be reviewed again by the Roads and Bridges Manager and another list of any previously identified and/or new deficiencies found will be presented to the Contractor(s). Within seven calendar days after receipt of the final punch list, the Contractor(s) shall respond with a list of remedies and a schedule for repairs for approval by Oconee County. The warranty shall remain in effect until all punch list items are completed.
- R. Riding Surface Requirements:** When the Roads and Bridges Manager determines that the pavement does not have an acceptably smooth ride, the Contractor(s) shall correct such deficient

sections without additional compensation. Oconee County may withhold payment for the asphalt (or a portion thereof) until the deficiencies have been corrected, and the surface provides an acceptably smooth ride. In no case will the asphalt have an artificial heat source over 175°F applied to the pavement. Once the road has been presented to the County as complete, if smooth riding surface deficiencies are identified, the County shall not be charged additional monies by the Contractor(s) for labor, equipment or materials necessary to correct the surface.

Should the Contractor(s) elect not to correct said deficiencies, the County shall estimate a value needed to repair the deficient work and deduct additional monies from the contract, over and above the contract's retainage.

- S. Payment for Work Performed:** Quantities listed on the Bid Forms are preliminary estimates only and are subject to change based on actual field conditions and funding availability. Therefore, the County does not guarantee the Contractor(s) shall be assigned work equal to the quantities listed in the estimates. The contract(s) shall be based on a Lump Sum price and shall be viewed as a Not-to-Exceed cost to construct and pave roads on the Bid Forms. The unit cost pricing shall be used for monthly progress payments (that will be based off the percentage of work completed) and change orders. Monthly progress payments shall be approved according to the quantities certified by the Contractor(s) and accepted by the Roads and Bridges Manager. The payment for quantities shall be based on the percentage of work completed by using estimated and actual quantities. **Any work rejected by the County for non-conformance to the specifications will not be eligible for payment.** If the Contractor's progress is judged to be delinquent or portions of the work are defective, the County reserves the right to withhold an additional portion of the payment, over and above retainage. The total amount withheld will be sufficient to cover anticipated liquidated damages and/or the cost to correct defective work.
- T. Change Orders:** All change orders must be approved in writing. Any work not listed in the specifications or plans (as work methods vary greatly) and deemed incidental to work that is outlined in the specifications or plans shall not be eligible for payment. Any additional work done without written consent will not be eligible for payment. All change orders will be based upon the unit prices given in the Bid Forms. (See also Page 8, Number 22)
- U. Compliance:** Should the Contractor(s), in the opinion of Oconee County, fail to comply with any requirements of these specifications the Oconee County Roads and Bridges Manager may stop work and delay work until such requirements are satisfactorily met.

- 9. BASE BID REQUIREMENTS (ROADWAY CONSTRUCTION):** All specifications for the road work are contained in the South Carolina Department of Transportation Standard Specifications for Highway Construction (2007 Edition) which are available at the following link: <http://www.scdot.org/doing/constructionletting.aspx> and the items listed below, which are available as PDF files on the following website: <http://www.oconeesc.com/Departments/KZ/Procurement.aspx> under ITB 17-01. There will be a total of two (2) separate PDF documents as follows:
1. ITB 17-01 (this document)
  2. Plans – 1 PDF document -

**COUNTY OF OCONEE**  
**Procurement Office, 415 S. Pine Street, Room 100, Walhalla, SC 29691**  
**Phone: (864) 638-4141 / Fax: (864) 638-4142**

**BID FORM**

**BID NUMBER:** 17-01 **DATE:** August 18, 2017

**OPENING DATE AND TIME:** September 5, 2017, at 2:00pm EST

**OPENING LOCATION:** Oconee County Procurement Office  
 County Administrative Building, Room 100  
 415 S. Pine Street, Walhalla, SC 29691

**PROCUREMENT OF:** Heritage Farm Turning Lane and Entrance Road

Approx Qty	Unit	Description	Unit Price	Total Estimated
NEC	LS	MOBILIZATION		
NEC	LS	BONDS AND INSURANCE		
1.000	EA	CONSTRUCTION STAKES, LINES & GRADES		
NEC	LS	TRAFFIC CONTROL		
1,000.000	CY	UNCLASSIFIED EXCAVATION		
2,277.778	SY	FINE GRADING		
2,500.000	SY	GRADED AGGREGATE BASE COURSE (8" UNIFORM) – CONTRACTOR TO PURCHASE AND USE COUNTY STONE		
10.000	TON	MAINTENANCE STONE		
375.000	GAL	PRIME COAT		
22.000	TON	LIQUID ASPHALT BINDER PG64-22		
26.500	SY	MILLING EXISTING ASPHALT PAVEMENT 2.0"		
200.000	TON	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B		
200.000	TON	HOT MIX ASPHALT SURFACE COURSE TYPE B		
184.000	SF	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)		
200.000	LF	4" WHITE BROKEN LINES -(GAPS EXCLUDED)-FAST DRY PAINT		
900.000	LF	4" WHITE SOLID LINES (PVT. EDGE LINES)-FAST DRY PAINT		
75.000	LF	24" WHITE SOLID LINES (STOP/DIAGONAL LINES)-FAST DRY PAINT		
3.000	EA	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT)-FAST DRY PAINT		
3.000	EA	WHITE WORD MESSAGE "ONLY"-FAST DRY PAINT		
1.000	EA	WHITE COMBINATION ARROW(STR.& RT.OR STR.& LT.)FAST DRY PAINT		
1,000.000	LF	4"YELLOW SOLID LINE(PVT.EDGE&NO PASSING ZONE)-FAST DRY PAINT		
200.000	LF	4" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC- 90 MIL.		

**BID FORM (continued)**

900.000	LF	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMO.- 90 MIL.		
75.000	LF	24" WHITE SOLID LINES (STOP/DIAG LINES)- THERMO.-125 MIL		
3.000	EA	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO.-125 MIL.		
3.000	EA	WHITE WORD MESSAGE "ONLY" - THERMOPLASTIC - 125 MIL.		
1.000	EA	WHITE COMBINATION ARROWS(STR&RT.OR STR&LT)THERMO-125MIL		
1,000.000	LF	4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.		
18.000	SF	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN		
28.000	LF	U-SECTION POST FOR SIGN SUPPORTS - 3P		
264.000	LF	18" SMOOTH WALL PIPE		
70.000	LF	CLEANING EXISTING PIPE		
1.000	EA	DROP INLET (24" X 36")		
1.000	EA	JUNCTION BOX - CONVERT DROP INLET 24" X 36"		
15.000	TON	RIP-RAP (CLASS B)		
30.000	SY	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP(CLASS 2)TYPE D		
0.222	MSY	PERMANENT VEGETATION		
0.222	MSY	TEMPORARY VEGETATION		
0.944	MSY	SODDING		
0.623	MSY	TEMPORARY EROSION CONTROL BLANKET (ECB)		
40.000	LF	SEDIMENT TUBES FOR DITCH CHECKS		
300.000	LF	SILT FENCE		
255.000	SY	STABILIZED CONSTRUCTION ENTRANCE		
			<b>Bid Form Bid Total</b>	

Current Registered South Carolina General Contractors License Number: \_\_\_\_\_

SCDOT Pre-Qualification Number: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ Title: \_\_\_\_\_

Print Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**By signing this Bid Form, the Bidder acknowledges that he/she has read this document and understands the provisions, agrees to be bound by its terms and conditions, will adhere to scheduling requirements stated herein and is capable of providing all required products and/or services.**

**BID NUMBER: 17-01**

**DATE: August 18, 2017**

**CERTIFICATE OF FAMILIARITY AND NON-COLLUSION**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. I further certify that this bid is good for a period of sixty (60) days, unless otherwise stated.

_____ Company Name (as registered with the IRS)	_____ Authorized Signature
_____ Correspondence Address	_____ Printed Name
_____ City, State, Zip	_____ Title
_____ Date	_____ Phone #                      Fax #
_____ E-mail Address	_____ Mobile Phone #



S. C. CONTRACTOR'S LICENSE # \_\_\_\_\_



_____ Remittance Address	
_____ City, State, Zip	
_____ Phone #	_____ Toll-Free Phone #, if available
_____ Federal Tax ID Number	_____ SC Sales and Use Tax Number

Rev 03/19/97



STATE OF SOUTH CAROLINA  
 DEPARTMENT OF REVENUE  
**NONRESIDENT TAXPAYER  
 REGISTRATION AFFIDAVIT  
 INCOME TAX WITHHOLDING**

**I-312**  
 (Rev. 7/28/08)  
 3325

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: \_\_\_\_\_

2. Trade Name, if applicable (Doing Business As):  
 \_\_\_\_\_

3. Mailing Address: \_\_\_\_\_

4. Federal Identification Number: \_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:  
 Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:  
 Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Beneficiary of Trusts and Estates:  
 Name: \_\_\_\_\_

Address: \_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

The South Carolina Secretary of State or

The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct, and complete.

\_\_\_\_\_  
 Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) \_\_\_\_\_ Date \_\_\_\_\_

If Corporate officer state title: \_\_\_\_\_

(Name - Please Print)

33231010



**FOR QUESTIONS RELATED TO ITB # 17-01  
Heritage Farm Center Turning Lane and Entrance Road**

**Deadline for submitting questions is August 24, 2017 at 2:00pm**

If possible, please submit your questions via e-mail to the buyer assigned to this bid. Buyer's contact information is listed below.

**Name:** Robyn Courtright  
**Title:** Procurement Director  
**E-mail:** rcourtright@oconeesc.com  
**Phone:** 864-364-5298

If you do not have access to e-mail, you may use the form below to fax questions to (864) 638-4142.

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Company Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone #: (\_\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_\_) \_\_\_\_\_

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(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER, FROM THE BID, WHEREVER POSSIBLE)

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

***SAMPLE CONTRACT***

THIS AGREEMENT made and entered into this \_\_\_\_ day of\_\_\_\_, 2017, by and between OCONEE COUNTY, South Carolina (hereinafter “the COUNTY”) and, \_\_\_\_\_ (hereafter “the CONTRACTOR”).

**1. SCOPE OF WORK**

For and in consideration of the **Lump sum prices** hereinafter specified, (see Attachment A Bid Forms), CONTRACTOR agrees to perform on behalf of the COUNTY certain road construction and asphalt surfacing at the direction of Oconee County, the total of such work not to exceed \$\_\_\_\_\_ dollars.

**2. PROGRESS PAYMENTS**

Payments are to be made for work described above on the tenth (10th) day of the month or as mutually agreed to in writing by the County and the Contractor. However, CONTRACTOR agrees to pay, as liquidated damages, the sum of one thousand (\$1,000.00) dollars per day for all days in excess of agreed completion date listed below under Section 3, Contract Period.

The COUNTY shall retain 10% of all payments to insure payments insure full compliance with the contract.

**3. CONTRACT PERIOD**

The Contract Period and effective term of the Agreement shall run on or about September 20, 2017, until November 10, 2017, unless the parties mutually agree in writing to extend the same.

**4. OBLIGATIONS OF CONTRACTOR**

- a. The CONTRACTOR shall furnish, for a contract price specified herein, all labor, materials, equipment, machinery and supplies necessary to perform and complete construction and asphalt surfacing of the roads according to the general plans and specifications, to cause to be paid subcontractors, material, men and suppliers for such equipment, as well as any lessors thereof.
- b. CONTRACTOR agrees to comply with all Federal, state and local laws and regulations with regard to road construction and paving.
- c. CONTRACTOR shall employ certified personnel and equipment to prepare daily analysis reports that provide information regarding plant mix, including bitumen content, gradation, marshal stability. The COUNTY shall be supplied with a copy of this daily analysis report. If CONTRACTOR is running State work and COUNTY work simultaneously, the CONTRACTOR will submit a copy of the State’s analysis report in lieu of a separate report for the COUNTY work. COUNTY reserves the right, at its discretion, to employ a qualified independent testing agency to perform testing at the plant site or from the product delivered to the job site, using CONTRACTOR’S equipment at no additional cost to the COUNTY, to verify that specified mix design is being batched.

- d. Prior to any payments, CONTRACTOR will furnish to the COUNTY a performance bond and payment surety in the penal sum of \$ \_\_\_\_\_ dollars issued by a good and sufficient surety company licensed to do business in the State of South Carolina. Said bond shall be acquired by the CONTRACTOR at its own expense and provide appropriate provisions warranting that the construction and work performed by the CONTRACTOR or its employees or subcontractors shall be free of defects in workmanship and materials for a period of one (1) year from date of acceptance of the total contract by the COUNTY.
- e. CONTRACTOR will furnish to the COUNTY proof to the satisfaction of the County that the CONTRACTOR is licensed to do business in the State of South Carolina.
- f. CONTRACTOR shall submit proof of valid policies currently in force for worker's compensation insurance for all employees of the CONTRACTOR, as well as public liability insurance of at least \$2,000,000 limit.
- g. CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, one foreman, plus sufficient trucks and drivers.

**5. DUTIES AND OBLIGATIONS OF THE COUNTY**

- a. COUNTY shall pay CONTRACTOR for work and service performed by it according to the provisions of this agreement in the manner specified herein.
- b. The COUNTY warrants that it has sufficient and valid right-of-ways for the roads upon which CONTRACTOR is to perform services. The COUNTY will, on a regular basis, consult with and be available for direction and designation of work to be done according to the terms of the Agreement, in such a matter as to prevent undue stoppage or delay of work on the part of the CONTRACTOR.
- c. Notwithstanding any other provisions of this agreement, the parties understand and agree that nothing herein shall require the COUNTY to designate any specific amount of work for the CONTRACTOR and its crew to perform and may elect to work or cause to be reworked only such of its roads as it deems to be in the best interests and needs, not to exceed the maximum contract sum specified herein, all without the consent of the CONTRACTOR.

**6. GOVERNING LAW**

- a. The parties mutually agree that the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and come within the jurisdiction of the Courts of Oconee County, S.C.
- b. The specifications and bid package #17-01 which was duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and is to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof have hereunto placed their Seals and cause these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed, and Delivered  
In the Presence of:  
(As to County)

OCONEE COUNTY

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
T. Scott Moulder  
Oconee County Administrator

(As to Contractor)

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

**REFERENCES**

(Please use this form, or similar copy)

1. Name of Owner of Project:

Brief Description including Location:

Completed Dollar Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

2. Name of Owner of Project:

Brief Description including Location:

Completed Dollar Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

3. Name of Owner of Project:

Brief Description including Location:

Completed Dollar Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

## SUBCONTRACTORS

SUBCONTRACTORS NAMES & ADDRESSES	SUBCONTRACT WORK ITEM	DOLLAR VALUE OF SUBCONTRACT WORK
1.		
2.		
3.		
4.		
5.		
6.		

CONTRACTOR: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## BIDDER'S CHECKLIST

- \_\_\_\_\_ BID BOND IN THE AMOUNT OF 5% OF THE TOTAL BID AMOUNT.  
Note: Performance Bond and Proof of Insurance coverage are required from the awarded contractor within 10 days after the award is made and accepted.
  
- \_\_\_\_\_ TWO COPIES (ONE ORIGINAL AND ONE COPY) OF THE FOLLOWING ITEMS:
  - \_\_\_\_\_ COMPLETED AND SIGNED BID FORMS
  
  - \_\_\_\_\_ MINIMUM OF THREE (3) REFERENCES – USE FORM PROVIDED IN ATTACHMENT # 2
  
  - \_\_\_\_\_ LISTING OF ALL PROPOSED SUBCONTRACTORS – USE FORM PROVIDED IN ATTACHMENT # 3
  
  - \_\_\_\_\_ COPY OF CONTRACTOR'S LICENSE(S) – Showing that the Bidder is a Group 5 General Contractor Certified for Grading and Asphalt Paving, or having a subcontractor that is certified for Asphalt Paving as specified by South Carolina Department of Labor, Licensing and Regulation for Contractors (see requirements on page 15 of bid document). Bidder shall also submit a copy of General Contractor's License and SCDOT Pre-qualification number with their bid.
  
  - \_\_\_\_\_ ANY DEVIATIONS FROM REQUIRED SPECIFICATIONS SHOULD BE EXPLAINED AND INCLUDED WITH YOUR BID.
  
  - \_\_\_\_\_ CERTIFICATE OF FAMILIARITY AND NON-COLLUSION
  
  - \_\_\_\_\_ NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT (If Bidder's main office is located outside of South Carolina, then this form is required)

**The purpose of the Bid Submittal Checklist is to remind bidders of general documents required with your bid submittal. It is the bidder's responsibility to include any additional documents requested in the bid that may not be listed on this checklist.**