

Title and Summary

Invitation to Bid: No. FY10-128  
Invitation to Bid Title: Road construction – Oakland and Bair roads  
Invitation to Bid Publication: As follows:

- 01/13/2010 <http://www.orangeburgcounty.org/>
- 01/13/2010 bulletin board, 3<sup>rd</sup> Fl., Admin. Centre

Invitation Composition: Invitation to Bid No. FY10- is composed of the following:

- Title and Summary pages
- Code Articles 1 through 7
- Scope of Work, including subparts:
  - Specifications
  - Testing Requirements
  - Bid Schedule/Summary of Quantities
  - Utility Contacts
  - Construction Contract Provisions
- Vendor Qualifications and Information
- Certified Bid Form
- Addendum Acknowledgement
- Certification of No Exceptions
- Certification of Preference(s)

Invitation Amendments: If any, will be published/posted on the following:

- <http://www.orangeburgcounty.org/>
- Bulletin boards located in/on
  - Management reception area Detention Center
  - 3rd Floor Administrative Centre, Procurement

Contracting Entity: Orangeburg County, South Carolina (“Owner”)  
A political subdivision of the State of South Carolina

Procurement Coordinator: Procurement Director Jannella Shuler  
Orangeburg County Procurement Office  
1437 Amelia St. (“Administrative Center”)  
Orangeburg SC 29115  
(803) 533-6121 Office phone number  
(803) 535-2307 Office fax number  
[jshuler@orangeburgcounty.org](mailto:jshuler@orangeburgcounty.org)

Pre-Submission of Bids

- Requirements: Bidders must attend site visit and pre-bid conference  
Date/Time January 13, 2010 at 10:00 a.m.  
Location Admin. Centre, 3rd Floor Training Room
- Questions: If bidders have questions, same shall be  
Directed to Procurement Director  
Mode of Communication via e-mail only  
No later than 12-Noon January 22, 2010

Bids:

- Submission Composition: Each submitted bid is required to be composed of the following, including fully completed and executed forms:
  - Code and Articles Acknowledgment
  - Certified Bid
  - Addendum Acknowledgment
  - Vendor's Certification of Qualifications and Information
  - Certification of No Exceptions
  - Certification of Preference(s)
  - Bid Security
- Submission Deadline: 2:00 p.m. on January 28, 2010
- Submission Location: Administrative Centre, 3<sup>rd</sup> Floor Procurement Office
- Opening Time: 2:15 p.m. on January 28, 2010
- Opening Location: Administrative Centre, 3rd Floor Training Room

Special Conditions

Intent/Award/Contract:

The intent to award, award, and the contract regarding FY10-128 is subject to the following special conditions:

- Only as stated in the documents that compose the invitation to bid

Code and Articles Acknowledgement

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Incorporation by Reference.

Articles 1 through 7 of the Code are incorporated by reference as if set forth verbatim in this Invitation to Bid. As stated in the Code, by submitting a bid, the vendor agrees that the Code governs this procurement from solicitation through completion of the resulting contract, including disputes, if any.

**ACCESS TO CODE.** On November 16, 2009, Orangeburg County Council, the governing body of Orangeburg County, repealed all aspects of its procurement policy and enacted the **Orangeburg County Procurement Code** (the “Code”). The Code may be accessed online without charge at <http://www.orangeburgcounty.org/Purchasing/code.html> In addition, a copy of the Code is available for review without charge at the Office of the Procurement Director. If neither of those options meets your needs, a hard-copy of the Code is also available for purchase at the Office of the Procurement Director.

<http://www.orangeburgcounty.org/>\_\_\_\_\_ .or

Method of Source Selection.

The source selection method applicable to this procurement is Invitation to Bid for Construction Services, Code §6-104.

The undersigned vendor understands and agrees to be bound to the Code regarding all matters arising from the Invitation to Bid identified above.

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Signature of Vendor’s Authorized Agent

\_\_\_\_\_  
Printed Name of Vendor’s Authorized Agent

\_\_\_\_\_  
Title with Vendor of Vendor’s Authorized Agent

### Scope of Work and Specifications

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Vendor shall complete the scope of work by August 1, 2010, which scope of work is construction of the following Orangeburg County Roads in accordance with the Specifications and Testing Requirements:

- Oakland Rd (Includes Winewood) – 1.4 mile – From US Hwy 301 (Bamberg Rd) to Ryn St
- Bair Rd – 1.0 mile – From Zion Church Rd to Bill Salley Rd

The scope of work involves, but is not limited to, clearing of right-of-way, grading & drainage, driveway and cross-line culvert installation, and base preparation, The successful vendor shall provide all labor, equipment, supplies, etc., to perform the scope of work. The quantities of work listed in the Bid Schedule/Summary of Quantities page are approximate and are assumed solely for comparison of bids. Compensation will be based upon the unit price and actual quantities of work performed in accordance with the contract documents. In the event work/items/quantities are added or deleted, the total cost will be altered according to the successful vendor's unit price bid

In addition, as part of the scope of work, the vendor shall:

Participate in meetings as described on the Project Meetings page

Coordinate vendor's road construction with various utilities as indicated on the Utility Contacts page  
Repair, at its own cost, damages caused to existing pavements. In that regard, vendor is on notice that existing pavements are not designed to support all traffic, machinery, and vehicle types. The vendor shall be responsible for any repairs on existing pavement, be it County, private, or State owned, due to damage from construction activities. If vendor can prove it was operating within the legal limits and the damage was not from carelessness or neglect, then vendor shall not be liable for damages

Bear sole responsibility for the safekeeping of materials and protection of the public during the entire construction period, including adequate safeguards to ensure that only vendor's employees who vendor covers on worker's compensation or the Owner's employees are allowed on the construction site

Protect work at all times by approved methods and, as between owner and vendor, bear sole responsibility for any damage to work in place

Minimize interference and inconvenience to the occupants of nearby or adjoining properties, including performance of work at hours and in a manner that does not endanger property or persons, allowing safe passage of residents to and from their homes or work sites, especially during inclement weather

Maintain the construction site clean and free from an accumulation of debris during construction, including removal of same on a daily basis and, at the completion of the work, clean entire work area

As part of the contract, the successful vendor shall:

Be bound by the requirements included in the Invitation to Bid, including the incorporated Code

Be deemed notified of and accept the General Construction Provisions

Be deemed notified and agree that time is of the essence in starting and completing the scope of work, including the use of great energy and diligence in performing the work, taking precautions to avoid delays, keeping on the job workers and materials sufficient to satisfy the Owner that the work is being performed with the utmost rapidity consistent with proper workmanship. In connections with these promises, agree to a liquidated damages provision of \$100 a day for each day of work after the completion date necessary to complete the scope of work

At the completion of the work, accompany a representative of Owner on a final inspection of work and, based on that inspection, correct all defects in the work prior to submitting for or receiving final payment

Warrant and guarantee its work for a two (2) year period from date of completion, including the following guarantee: that the work is free from defects of workmanship, and that vendor shall be responsible for and make good any damage caused by such defect(s).

Maintain the following insurance coverages:

- Workers compensation insurance for all individuals who are on the work site at the request or direction of vendor
- General liability insurance for bodily injury and death commensurate with the risks associated with the scope of work and acceptable to County
- Property casualty and premises liability insurance commensurate with the risks associated with the scope of work and acceptable to the County

Bear sole responsibility for the safety and health of all workers on the job, and comply with all applicable provisions of the Occupational safety & Health Act

## Specifications

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**Graded Aggregate Base Course** – Refer to SCDOT Standard Specifications Section 305. Thickness of the completed base course shall be measured at staggered intervals not to exceed 250 feet. Each layer of graded aggregate base course shall be sampled and tested at intervals not to exceed 1000 feet for compaction. The entire base course shall be compacted to not less than 100% of maximum density as determined by AASHTO T 180 (Method D).

**Drainage** – Refer to SCDOT Standard Specifications Section 714 for pipe culvert manufacture, trenching and bedding, pipe installation, joints, and backfilling. The entire length of new and retained pipe culverts shall be thoroughly cleaned out. Retained and/or re-laid pipe culverts shall be cleaned prior to connection to new pipe.

## Testing Requirements

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1. Required inspection and testing services are intended to assist in determination of probable compliance of the work with requirements, but do not relieve the Contractor of responsibility for compliance, or for general fulfillment of requirements of contract documents. Specified inspections and tests are not intended to limit contractor's quality control program. The Contractor shall afford reasonable access to agencies performing tests and inspections. All materials testing and sampling shall meet or exceed SCDOT and AASHTO standards.
2. The technical specifications establish only a minimum testing criteria as to the type of test and number of tests required, and do not intend to limit the number of tests that the Contractor may feel necessary to ascertain that he is in compliance with the specifications. It remains the responsibility of the Contractor to ensure complete compliance, and; therefore he may elect to provide more tests than the minimum set out in the specifications, but all at no additional costs to the Owner.
3. Neither the presence of nor the testing performed by the testing laboratory, nor the review of the test results by the Owner implies in any a warranty of the work performed by the Contractor. It remains the responsibility of the Contractor to ensure that all work is performed in accordance with the plans and specifications.
4. Refer to all sections of the technical specifications for more detailed information of type, if any, and number of tests required for minimum submittals.

A. Laboratory Selection and Approval:

When testing is required, the Contractor shall engage an independent testing laboratory, one that is experienced and specializing in the type of testing services required, and will submit that name to the Owner for approval before beginning any scheduling of tests. All testing will comply with SCDOT Standard Specifications for Highway Construction, latest edition.

B. Reports:

Contractor shall distribute copies of all test reports immediately to the Owner (and any other party at his discretion).

C. Costs:

Contractor will be required to pay for any and all tests required of the technical specifications sections, and for any and all other tests he may desire to make, over and above the minimum required by the technical specifications.

D. Special Tests/Costs:

The Owner may at any time, upon suspicion of deficient work or materials, elect to have tests made by an independent testing laboratory. If it is determined by these tests that the work or the materials supplied by the Contractor do not conform to the specifications, the Contractor will be required to pay for all corrective action, replacement costs, extra fees (hired by the owner), and for all subsequent testing of that deficiency, and for other indirect costs to the Owner that may have resulted from the deficiency. Otherwise the Owner shall reimburse the Contractor for reasonable costs incurred.

a. Access:

Contractor shall provide access for testing laboratory personnel to the site at all times, and cooperate to the fullest with their requirements.

F. Taking of Specimens:

All specimens and samples for testing will be taken by the testing laboratory (unless specified otherwise in the various related sections). All sampling equipment and personnel will be provided by the testing laboratory (except where noted otherwise in the various related sections of specifications).

G. Schedule:

If applicable, the Contractor shall prepare a schedule of tests to be made and submit to the Owner's representative. Contractor shall be responsible for notifying testing laboratory, and with enough advance time to allow for them to make arrangements for testing as required. Contractor shall also notify the Owner when he notifies testing laboratory. When changes in the construction schedule cause any change in the testing schedule, contractor shall notify the testing laboratory and Owner representative and revise testing schedule accordingly.

H. Items Requiring Testing:

The Contractor is responsible for reviewing every section of the specifications for verification in determining the actual testing and reports required for the project. At a minimum, the following items shall be tested at the indicated intervals for each road in the paving project:

**Graded Aggregate Base Course** – Refer to SCDOT Standard Specifications Section 305. Thickness of the completed base course shall be measured at staggered intervals not to exceed 250 feet. Each layer of graded aggregate base course shall be sampled and tested at intervals not to exceed 1000 feet for compaction. The entire base course shall be compacted to not less than 100% of maximum density as determined by AASHTO T 180 (Method D).

**Drainage** – Refer to SCDOT Standard Specifications Section 714 for pipe culvert manufacture, trenching and bedding, pipe installation, joints, and backfilling. The entire length of new and retained pipe culverts shall be thoroughly cleaned out. Retained and/or re-laid pipe culverts shall be cleaned prior to connection to new pipe.



Bid Schedule/Summary of Quantities (Not Bid Sheet)

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ITEM NO	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization	NEC	Lump Sum	\$	\$
2	Construction stakes, Lines, and grades	2	Each	\$	\$
3	Traffic Control	NEC	Lump Sum	\$	\$
4	Clearing & Grubbing Within Road Right-of-Way	NEC	Lump Sum	\$	\$
5	Site Excavation	NEC	Lump Sum	\$	\$
6	Graded Aggregate Base Course – 4" FLBC	7800	Ton	\$	\$
7	Maintenance Stone	200	Ton	\$	\$
8	15" HDP Pipe, Smooth Core	600	Linear Foot	\$	\$
9	15" RCP, Class III	56	Linear Foot	\$	\$
10	18" RCP, Class III	112	Linear Foot	\$	\$
11	24" RCP, Class III	80	Linear Foot	\$	\$
12	30" RCP, Class III	40	Linear Foot	\$	\$
13	Catch Basin, Type 9 w/Manhole	2	Ea	\$	\$
14	Rip Rap	100	Ton	\$	\$
15	Silt Fence	400	Linear Foot	\$	\$

### Project Meetings

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#### Pre-Construction Meetings:

After award, and prior to commencement of any work, a Pre-Construction conference shall be scheduled by the Owner. The vendor shall see that responsible company management representatives and key project personnel attend this meeting.

At this conference the vendor shall be oriented with respect to the Owner's procedures and lines of authority and with respect to contract administration and construction matters. The vendor shall make known its key personnel and their respective duties and responsibilities. Additionally, a schedule of required submittals will be discussed.

#### Progress Meetings:

Conferences will be determined and scheduled as needed by Owner to review overall progress of the work, to review the vendor's schedule and to discuss any problems that have arisen or are anticipated, etc. These meetings shall be attended by the vendor, Owner, and any other persons or parties that may be involved in this project, directly or indirectly. The vendor may request additional conferences with Owner by written notice.

The Owner shall coordinate meetings, prepare agenda, preside at meetings, record minutes, and distributes copies to Owner, vendor and those affected by the decisions made.

Vendor shall immediately supply Owner with a copy of minutes of each meeting vendor holds with vendor's subcontractors regarding the project.

Utility Contacts

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<b>Utility Company</b>	<b>Contact</b>	<b>Title or Division</b>	<b>Phone Number</b>
Time Warner Cable	Tommy Turner		(803)518-2797
Department of Public Utilities	Spencer Irick	Electric Division	(803)268-4000
Department of Public Utilities	Mike Edwards	Water Division	(803)268-4000
AT&T	Cynthia Middleton	Engineer	(803)539-2729
SCE & G			

Vendor should notify Palmetto Underground Utilities at 1-888-721-7877 and request required locates three (3) working days in advance of commencing work. Where work has not been completed within ten (10) working days, vendor should contact Palmetto Underground Utilities and give them the original request number.

## General Construction Provisions

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**1. Owner-Furnished Material:**

No Owner-Furnished materials for contractor installation are provided within this Agreement.

**2. Salvaged Items:**

There will be no salvaged items under this Contract.

**3. Job-Site Security:**

The Contractor shall be responsible for security on the job site against such acts as mischief, violence, burglary, arson, vandalism, etc. In addition, the Contractor shall secure the job site, including materials delivered or stored thereon, against damage by acts Of nature and man.

Owner assumes no responsibility for job site security.

**4. Field Offices and Sheds:**

- A) **Field Office:** Job-site field office by the contractor is not considered a requirement in the performance of this contract. This does not exclude the contractor from having such an office, but no cost directly or indirectly shall be applicable to the contract costs.

Owner would recommend that the Job Superintendent's truck or utility vehicle, equipped with radio or cellular phone, should suffice as a good field office.

- B) **Temporary Sheds:** If determined necessary, any temporary facilities shall be the responsibility of the contractor and/or subcontractors, at no cost to the Owner in the performance of this contract. Location of temporary storage facilities, if any, shall be approved and coordinated through the Owner's representative.

C) **Removal:** At the completion of the contract. or as directed by the Owner, remove all temporary buildings, sheds and trailers from site and leave grounds in condition as specified in other sections.

**5. Temporary Utilities as may Be Applicable:**

Temporary Water and Other Utilities; Contractor shall make arrangements to provide all water or any other utilities that may be required during the entire construction period. If water is taken from a fire hydrant for any reason, the Contractor shall use a hydrant meter as required by the County.

**6. Temporary Sanitary Facilities:**

Contractor shall provide and maintain temporary toilet facilities for use by all personnel on the project site. Toilets shall be the temporary types, complete with water and sewage connections, or shall be a portable type approved by jurisdictional authority. Temporary toilet facilities shall be removed from premises upon completion of project.

**7. Construction Access:**

If applicable, the Contractor and his subcontractors shall enter and exit through the job site as shown on the Drawings, or as designated by the Public Works. The Contractor shall construct and maintain construction access to the Work, construct roads, place fill, and install geogrid or fabric as necessary to perform the Work, and rework roads during/after inclement weather as necessary to maintain construction areas.

The Contractor shall become familiar with the drainage characteristics of the site; maintain existing ditches and/or create new temporary ditches as necessary to maintain construction access, and grade and/or re-grade site as necessary to divert surface runoff away from work areas.

**8. Historical or Archaeological Sites:**

Should the Contractor's operations uncover artifacts of possible historical or archaeological significance, he shall temporarily discontinue operations in such area, or areas, and immediately advise the Owner. The Owner may make arrangements with archaeological authorities, for immediate investigations of such area, or areas. Contractor is cautioned that such artifacts are property of the Owner and are not to be removed from the project whether or not determined to be of historical or archaeological value.

**9. Protection of Existing Trees. Buffer Zones and Undisturbed Areas:**

Any "Buffer Zones" of vegetation so designated on the drawings shall be protected and **no construction activity** shall be permitted in any such areas, unless specifically indicated on the drawings.

The Contractor will be held liable for damaged or destroyed trees. Damage assessment shall be based on replacement value of equivalent, installed trees that are satisfactory to the governing agencies.

In the event of an intrusion into a buffer zone, the contractor will be responsible for all costs associated with restoration, including fines, legal fees, etc. The contractor gives up any right to perform the restoration work, but instead will be required to pay all costs associated with retaining experts with appropriate skills.

**10. Existing Facilities and Conditions:**

The Contractor should be advised that numerous underground obstructions might exist within the area of work. The Contractor shall use reasonable care when excavating. Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during all operations.

Should uncharted or incorrectly charted utilities be encountered during excavation, contact the Owner immediately for directions as to procedure. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of utility companies. Do not interrupt existing utilities serving facilities occupied and used by others, except when permitted in writing by the Owner and then only after acceptable temporary utility services have been provided.

Any damage to existing facilities will be repaired at the Contractor's expense. This includes damages to above ground or underground utilities owned by third party operators.

The Contractor shall verify the existing topographic and existing utility locations, both horizontal and vertical, prior to beginning any work. Should the Contractor find any discrepancies, he shall immediately notify the Owner.

**11. Pre-Construction Photographs:**

Prior to the beginning of any work, and if considered necessary by the Owner, the Contractor must take project photographs of the work area to record existing conditions. All conditions that might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions. The photographs shall include the date and time marking of the recording. All photographs shall be labeled on a tab connected to the bottom of the photo to indicate date and description of work shown. Photographs shall be submitted in plastic sleeves, pre-punched for a 3-ring binder.

Pre-construction photographs shall be submitted to the Owner within fourteen (14) calendar days after the date of receipt by the Contractor of Notice to Proceed.

**Note:** A time stamped videotape may be substituted for the photographs if approved by the Owner's representative.

**12. Protection of In-Place Work:**

Protect in-place Work during all stages of construction from damage due to inclement weather, vandalism, theft, and adjacent work activities performed by others as may be applicable. Grade, dig ditches, and provide pumping, as necessary to prevent damage/delay from inclement weather, and to

ensure that the job site remains in satisfactory condition for work at all times. Erect temporary barricades, security fences, and provide watchmen, as may be necessary to prevent damage/delay from vandalism, theft, and any other potential loss, or public hazard. If applicable, coordinate with others performing Work on the Owner's property by becoming familiar with the activities of others that could impact the Work under this Contract. Schedule and make arrangements with others as necessary to prevent damage/delay caused by the Work activities of others.

**13. Disposal of Materials. Off the Owner's Property:**

The Contractor shall indemnify and hold harmless the Owner from any and all losses, expenses, damages, demands, and claims asserted against or sustained by the Owner as a result of or alleged to be the result of illegal, improper, or unauthorized disposal of material off of the Owner's property.

**14. Environmental Protection Measures:**

Pollutants such as fuels, lubricants, bitumen, and other harmful materials shall not be discharged on the ground or into the existing area drainage system. Likewise, wash water or wastes from concrete or other mixing operations shall not be allowed to enter live streams or rivers, or stream or riverbeds. The Contractor shall comply with guidelines of the SCDHEC *"Storm Water Management and Sediment Control Handbook (latest edition)"* during the entire construction period. Sediment and erosion control practices may include temporary sediment basins, silt fence, etc.

If it is necessary during the prosecution of the Work to interrupt existing natural surface drainage patterns, the Contractor shall take all necessary measures to protect and preserve the natural drainage-ways or to provide temporary drainage routing until the natural drainage pattern can be restored. The Contractor will, at all times, maintain proper drainage within the limits of construction. The Contractor is urged to use tracked equipment where possible to prevent rutting and displacement of the existing natural grade.

The Owner may temporarily suspend the Work when satisfactory results cannot be obtained because of unfavorable field conditions.

**15. Written Notice:**

Written notice shall be deemed to have been duly served if delivered in person to an individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

**16. Claims for Damages:**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**17. Material and Workmanship:**

- A) All equipment, materials and articles incorporated in the work covered by the Contract and supplied by the contractor are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the contractor shall furnish to the Owner for approval, the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment that the contractor contemplates incorporating in the work. When required by this Contract or when called for by the Owner for approval, full information concerning the material or articles, which he

contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the contractor's expense, with all shipping charges prepaid. Machinery, equipment, materials and articles installed or used without required approval shall be at the risk of subsequent rejection.

- B) All work under this Contract shall be performed in a skillful and workmanlike manner. The Owner may, in writing, require the contractor to remove from the work any employee the Owner deems incompetent, careless or otherwise objectionable.

**18. Removal and Replacement of Unsuitable Material:**

This section applies to Site Preparation and includes the mucking of unsuitable materials and replacement with suitable type materials, and compacted in place.

Unless specified within the Work Requirements and Specifications, the Contractor must notify the Owner, in writing, prior to undertaking such work and provide verification that recommended removal and replacement is necessary. The notification shall include cross-sections showing original ground-line and line of removal and replacement of the topsoil, which is included in the estimated price. An estimate of the amount of mucking replacement shall be included in the notification. Final amount to be paid shall be based on the cross-sections prepared by the Contractor with the final excavation included.

Contractor shall request any unspecified mucking of unsuitable materials on a Change Order. No claims for additional cost shall be valid unless executed as set forth herein. The Contractor's cubic yard fill cost shall be for mucking of unsuitable material, replacement and compaction with suitable material.

**19. Inspection and Acceptance:**

- A) All work (which term includes, but is not restricted to materials, workmanship, manufacture and fabrication of components) shall be subject to inspection and test by the Owner at all reasonable times and places prior to acceptance. Any such inspection and test is for the sole benefit of the Owner and shall not relieve the contractor of the responsibility of providing quality supplies to comply with the contract requirements. No inspection or tests by the Owner shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the contractor of the responsibility for damage to or loss of the material prior to acceptance nor in any way affect the continuing rights of the Owner after acceptance of the completed work.
- B) The contractor shall without charge, replace any material or correct any workmanship found by the Owner not to conform to the requirements, unless the Owner consents to accept such material and workmanship with an appropriate adjustment in price. The contractor shall promptly remove rejected material from the premises.

**20. Retention of Records:**

The Contractor agrees to maintain for three (3) years from the date of final payment, and when all other pending matters are closed under this Contract, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the Owner, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any Subcontracts issued by him in connection with this Contract.

**21. Licensing/Permits:**

Any Contractor or Subcontractor must comply with the regulations promulgated in the State of South Carolina General and Mechanical Contracting Act as enforced by the South Carolina Licensing Board for Contractors. All Contractors shall; therefore, be in compliance with licensing requirements for these improvements as specified within the contract documents. Both General Contractors and

Subcontractors are responsible for obtaining applicable work permits and Business License from the appropriate Owner's offices. Contractor's License Number and Person's name and Business Name must be shown together on the License.

**22. Gratuities and Kickbacks:**

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

B) **Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a Contract to the Prime Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a Subcontract or Order.

**23. Clean-up Work:**

A) During construction the Contractor and Subcontractors shall keep the work site, areas adjacent to the work site, and access roads in an orderly condition, free and clear from debris and discarded materials. Care shall be taken to prevent spillage when hauling is being done. Any spillage or debris resulting from the Contractor's operations shall be immediately removed.

B) Upon completion of the work, the Contractor and subcontractor shall remove from the work site, areas adjacent to the work site and access roads all plant, buildings, debris, unused materials, concrete forms and other like material belonging to him or used under his direction during the construction.

C) If the Contractor or subcontractors fail to clean up at the completion of the work, the Owner may do so as provided in the Owner's right to carry out the work, and the cost therefore shall be charged to the Contractor.

**24. Independent Contractor:**

Contractor and all subcontractors are independent contractors and shall not be deemed the agent or employee of the Owner for any purpose whatsoever. Contractor shall not hold himself out as an employee of the Owner, and shall have no power or authority to bind or obligate the Owner in any manner, except the Owner shall make payment to Contractor for services and expenses as herein provided. Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. Contractor shall be liable for and pay all taxes required by Local, State or Federal governments, including but not limited to Social Security, Workers' Compensation Employment Security, and any other taxes and licenses required by law. The Owner shall pay no employee benefits of any kind to or for the benefit of Contractor or his employees, agents, and servants by reason of this Contract.

**25. Debris Removal:**

All contractors shall remove all debris by hauling in an acceptable manner and disposing of it at an approved site. Contractors shall comply with all local County or State laws and regulations applicable to debris removal and disposal in effect at the time of the contract award. Burning of debris will not be permitted.



Vendor Qualifications and Information

Invitation to Bid No. FY10-128 Road construction - Oakland and Bair roads

Vendor shall provide with its proposal, the following which should be collated, fastened together, and clearly labeled "Vendor's Certification of Qualifications and Information for Invitation to Bid No. FY10-128":

1. Documentation of vendor's licenses to demonstrate vendor has sufficient licensing for the scope of work. The minimum licensing for a vendor to qualify for this procurement is as follows:
  - a. A state general contractor's license.
2. Documentation of vendor's specific comparative experience(s) to demonstrate that vendor has successful experience with a comparative scope of work. The vendor's specific comparative experience should include a brief description of whatever parallels vendor believes exist between the scope of work for this procurement and vendor's actual experience. Vendor may, but is not required to, supply up to three (3) client references in connection with its response to this item.
3. Documentation of vendor's general viability to demonstrate vendor can satisfactorily and timely complete the scope of work, including evidence that vendor has all of the following:
  - a. Adequate capital;
  - b. An acceptable credit rating;
  - c. Efficient office force with satisfactory record timely and sufficient materials delivery and communications skills to act as liaison with mechanical trades;
  - d. Efficient and adequate field force with extensive knowledge of each type of work involved in the scope of work;
  - e. An adequate supply of construction equipment in good operating condition; and
  - f. A record of amicable relations with other parties to its contracts, those persons who occupy properties nearby or adjoining vendor's construction projects, vendor's employees, and with subcontractors.
4. Vendor's current organizational chart and a description of the general history of the vendor.
5. A description of any litigation within the last 10 years to which vendor has been a party.

Certified Bid

Invitation to Bid No. FY10-128 Road construction – Oakland and Bair roads

ITEM NO	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization	NEC	Lump Sum	\$	\$
2	Construction stakes, Lines, and grades	2	Each	\$	\$
3	Traffic Control	NEC	Lump Sum	\$	\$
4	Clearing & Grubbing Within Road Right-of-Way	NEC	Lump Sum	\$	\$
5	Site Excavation	NEC	Lump Sum	\$	\$
6	Graded Aggregate Base Course – 4" FLBC	7800	Ton	\$	\$
7	Maintenance Stone	200	Ton	\$	\$
8	15" HDP Pipe, Smooth Core	600	Linear Foot	\$	\$
9	15" RCP, Class III	56	Linear Foot	\$	\$
10	18" RCP, Class III	112	Linear Foot	\$	\$
11	24" RCP, Class III	80	Linear Foot	\$	\$
12	30" RCP, Class III	40	Linear Foot	\$	\$
13	Catch Basin, Type 9 w/Manhole	2	Ea	\$	\$
14	Rip Rap	100	Ton	\$	\$
15	Silt Fence	400	Linear Foot	\$	\$

Total Bid Amount \$ \_\_\_\_\_ (Bid Items Number 1 through 15 )

Printed Vendor Name: \_\_\_\_\_

[Certified Bid continued on next page]

By signature below, the submitting vendor certifies to Orangeburg County that:

1. The Total Bid Amount, above, is inclusive of all costs, including labor, supervision, materials, supplies, transportation, permits, licenses, taxes or any other costs, incidental or otherwise, for complete and proper performance of the scope of work described in Invitation to Bid FY10-128.

2. Vendor understands and agrees that, due to budget constraints, Orangeburg County reserves the right to adjust or amend the work requirements and/or negotiate with the lowest, most responsive, qualified, and responsible bidder in an effort to reach a cost that is fair, reasonable, and acceptable to both parties.
3. The foregoing bid: contains bid prices that are firm for a minimum of 90 days from the date of opening; is made without prior understanding, agreement, or connection with any other submitting vendor; and is in all respects fair and without collusion or fraud.

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Printed Vendor Name

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Signature of Vendor's Authorized Agent

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Date of Signature

---

Printed Name of Vendor's Authorized Agent

---

Title with Vendor of Vendor's Authorized Agent

Addendum Acknowledgement

Invitation to Bid No. FY10-128 Road construction – Oakland and Bair roads

Vendor acknowledges receipt of the follow Addendum to the above-described procurement, agrees that same is/are hereby incorporated and made a part of the above-described procurement as if the Addendum had been included in the original procurement documents:

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initials of Vendor's Authorized Agent</u>
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_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Signature of Vendor's Authorized Agent

\_\_\_\_\_  
Printed Name of Vendor's Authorized Agent

\_\_\_\_\_  
Title with Vendor of Vendor's Authorized Agent

Certification of No Exceptions

Invitation to Bid No. FY10-128 Road construction – Oakland and Bair roads

The Code requires vendors to give written notice with a submission if vendor will not accept a term of the Invitation to Bid and the incorporated Code as a contract term. See Code §4-302. In connection with that requirement, a vendor must complete this certification and include it in its submission.

Vendor certifies the following regarding its bid:

1. Vendor AGREES to all of the terms of the Invitation to Bid (including the incorporated Code terms) and takes NO EXCEPTIONS:  Yes  No

2. Vendor does NOT AGREE to all of the terms of the Invitation to Bid (including the incorporated Code terms), and a COMPLETE LIST OF VENDOR'S EXCEPTIONS to same are listed and described below:

	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Identification Of Excepted Term			Vendor's Initials
Exception 1:			
Exception 2:			
Exception 3:			
Exception 4:			

The undersigned vendor hereby certifies that the above-listed exceptions comprise the only exceptions vendor has to the Invitation to Bid (including the incorporated Code terms). The undersigned vendor understands and agrees that if it is the successful vendor, its attempt to claim any exceptions other than those listed above, shall result in the County having the right to claim the bid security bond, retract the intent to award or award, award to another vendor, and suspend and/or debar the vendor.

\_\_\_\_\_  
Printed Vendor Name

\_\_\_\_\_  
Signature of Vendor's Authorized Agent

\_\_\_\_\_  
Printed Name of Vendor's Authorized Agent

\_\_\_\_\_  
Title with Vendor of Vendor's Authorized Agent

Certification of Preference(s)

Invitation to Bid No. FY10-128 Road construction – Oakland and Bair roads

The Code authorizes specific preferences. See Article 3. If a vendor is qualified for one or more preferences and desires to exercise the preference(s), then the vendor must complete and submit this form with its proposal. If a vendor is either (1) not qualified for any preference OR (2) is qualified, but does not desire to exercise any preference, then the vendor does not need to complete or submit this form with its proposal.

Vendor is qualified for and desires to exercise the following preference(s) as vendor has marked, below:

Preference 1. Vendor is a resident of the State of South Carolina:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Preference 2. Vendor is a resident of Orangeburg County, SC:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Preference 3. Vendor is an MBE:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

The undersigned vendor hereby certifies that vendor is qualified for the preference(s) above to which the vendor has indicated "Yes". In addition, the undersigned vendor understands and agrees that if it is not qualified for a preference, but claims to be qualified for a preference on this form, the County shall have the right to suspend and/or debar the vendor in accordance with the Code.

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Printed Vendor Name

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Signature of Vendor's Authorized Agent

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Printed Name of Vendor's Authorized Agent

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Title with Vendor of Vendor's Authorized Agent