

**DARLINGTON COUNTY
DARLINGTON-WHIPPLES LANDING IMPROVEMENTS
INVITATION FOR BID (IFB) 02-05-25-2016**

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I. INTRODUCTION

County of Darlington, South Carolina is requesting bids from qualified firms to construct a road entrance, parking lot, and a concrete boat ramp at Whipple Landing. This is not an all or none; the County may award bid together or separately as it benefits the County.

II. SCOPE OF WORK

The Scope of Work includes the furnishing of all labor, materials, equipment, and all items and services of every nature whether particularly mentioned or not that is required to complete the construction and installation of the new boat ramp. All products are to be of the type specified, or if unspecified, shall meet the minimum industry or local standards. Substitution of specified materials will not be allowed except with written approval of Darlington County. NOTE: Bids shall include all inclusive; including but not limited to, applicable taxes, fees, mobilization, and traffic control and testing.

Section A – Road Entrance: The work consists of furnishing all mobilization, traffic control, materials, “prep work”, labor and equipment to place and finish approximately 1950 sq. feet (200 lbs per square yd) of Type C Hot Mix Asphalt (HMA) on a prepared base to pave the entrance road to Whipple Landing. The contractor shall begin work within 20 calendar days of receiving notice to proceed and shall give the County (48) hours notice before paving begins. All work shall be done in accordance with applicable section of the latest South Carolina Department of Transportation (SCDOT) Standard Specification for Highway Construction (STD. Specs) except as noted. Contractor shall have a SCDOT certified road way technician on site at all times to pre-form and certify required road way testing and a SCDOT Level (1) laboratory technician to pre-form and certify required laboratory testing.

Section B – Parking Lot: The work consists of furnishing all mobilization, traffic control, materials, “prep work”, labor and equipment to place and finish approximately 2,200 sq ft. (200 lbs per square yards) of Type C, Hot Mix Asphalt (HMA) on a prepared base of the parking area located at Whipple Landing. The contractor shall begin within 20 calendar days of receiving notice to proceed and shall give the County (48) hours notice before paving begins. All work shall be done in accordance with applicable section of the latest South Carolina Department of Transportation (SCDOT) Standard Specification for Highway Construction (STD. Specs.) except as noted. Contractor shall have a SCDOT certified road way technician on site at all times to pre-form and certify required road way testing a SCDOT Level (1) laboratory technician to pre-form and certify required laboratory testing.

Section C – Boat Ramp: The ramp will be located at Whipples Landing, size 150’x12’x6” reinforced concrete boat ramp with a “v- grooved” finish.

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The general drawings and specifications are those described in this bid document, all of which have been prepared by the SC Department of Natural Resources, Engineering & Boating Access Section. Contractor shall verify that existing gradients and elevations shown on the plans are correct. Commencement of work means acceptance of existing conditions.

The Contractor shall obtain all necessary Grading and Erosion Control Permits, etc. that applies to this particular project and these Permits shall be furnished by the Contractor at his expense. All work is to be done in accordance with drawings and specifications and any permit conditions of state, federal, local or any other agencies having jurisdiction. The contractor will hold harmless the State, its agents, officers and employees from actions by the contractor's employees, subcontractors, etc, involving construction of the project including violations of any permits or of any environmental laws or regulations. The Contractor shall not be paid for any damages to work by circumstances within or beyond his control, and he shall save the County harmless from any damages arising from his work obstructing or interfering with any existing utilities.

The approximate location of certain known underground lines and structures are shown on the plans for information purpose only. Other underground utilities or structures are not shown. The Contractor shall locate these and other possible unknown utility lines by use of an electronic pipe finder, or other means he may prefer, and shall excavate and expose all existing underground lines in advance of the trenching operation. This Contractor will be held responsible for the workmanlike repair of any damage done to any of these utilities in the prosecution of his work under this contract. The Contractor shall familiarize himself with the existing conditions and be prepared to adequately care for and safeguard himself and the County from damage. The Contractor shall be responsible for the coordination of all material deliveries. The Contractor shall furnish all temporary light and power, including all wiring, lamps and miscellaneous equipment required for the completion and inspection of the work. The Contractor is accountable for all costs incur for power, temporary water lines and water usage, fuel for any test etc. required for use in the execution of the work. The Contractor shall provide temporary heat as is required for construction purposes and to protect and dry all work during cold weather. The Contractor shall establish all necessary working lines and grades from the basic reference lines and benchmarks, and shall be responsible for accuracy of the same. The Contractor shall furnish and install all necessary temporary works for the protection of the work, including barricades, warning signs, and lights at night. In case of an emergency, the Contractor shall at all times (nights, weekends or holidays) have a responsible person available to act in case of emergency repairs who Darlington County may contact. Upon notification of any emergency work necessary, the Contractor's representative shall immediately take steps to make such repairs.

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The Contractor may with the Darlington County's consent, remove obstructions to his operations, but they shall be removed and replaced at the Contractor's expense. Trees and shrubbery in developed areas and along trench lines shall not be disturbed unless absolutely necessary, and subject to the approval of the County. Any such trees and shrubbery necessary to be removed shall be heeled in and replanted. Where trenches cross private property through established lawns, sod shall be cut, removed, stacked and maintained in suitable condition until replacement is approved by the County. Topsoil underlying lawn areas shall be removed and kept separate from general excavated materials

Darlington County will furnish the necessary land for the construction of the work. The County will provide no right-of-way over other property. The Contractor shall take every possible precaution to inconvenience as little as possible the County or tenants of adjacent property. Public highways shall not be obstructed in such a way as to inhibit traffic flow. The Contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work. Wholesale cutting of trees will not be permitted, except as necessary for construction. Streets, roads and drives used by the Contractor for access to and from the site of his work shall be protected from damage in excess of that caused by the normal traffic vehicles used for in connection with the construction work. Any such damage shall be repaired immediately and left in good condition at the end of the construction period. All areas disturbed by, during or as a result of construction activities shall be restored to their existing or better condition. This is not to be interpreted as a replacement of trees and undergrowth in undeveloped sections of the site.

From the date of the commencement in the "Notice to Proceed", the **Contractor shall substantially complete the project in 120 days or less.** Close coordination and cooperation on this project is a must. Final Completion is expected within 30 days of Substantial Completion. At completion, the Contractor is to remove all surplus materials and other debris resultant from work and leave entire work site in satisfactory, acceptable, broom-clean condition. On final completion of the contract, but prior to making final payment, the Contractor shall execute an Affidavit on standard forms certifying that all work under the contract has been completed that all bills for labor and materials bills for subcontractors incurred in connection with the performance of his contract have been paid in full.

III. SUBMISSION PROCEDURES, REQUIREMENTS

Submittals

All submissions must be received by **3:00 PM on June 15, 2017** and delivered to Darlington County Procurement Analyst, 1 Public Square, Room 210, Darlington, S.C.

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29532. If the submission is late, the invitation for bid will be rejected. There will be no exceptions. Responders submitting bids shall be responsible for all cost of preparing such.

Responders to this Invitation for Bid shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one bound copy of their bid to the address listed below. To ensure acceptance of the bid, the Bid number (**IFB# 02-05-25-2016**) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Send to:

**Darlington County
Attn: Procurement Analyst
1 Public Square, Room 210
Darlington, South Carolina 29532
IFB # 02-05-25-2016**

License and Permits

The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Darlington County.

IV. STATEMENT OF QUALIFICATIONS

Vendors shall include a statement of qualifications that includes the following:

1. Responsiveness to this Invitation for Bid.
2. Detailed Scope of Work.
3. Names and contact information of three businesses for which contractor has provided, during the last three years, similar services for at least one year.
4. References

V. REFERENCES

Inquiries and Addenda

All questions concerning this bid are to be submitted in writing via fax, electronic mail, or regular mail to Portia E. Davis, Procurement Analyst, to the address listed below, no later than **June 01, 2017 1:00 PM**. Please refer all questions in writing about this Bid to:

**Darlington County
Attn: Procurement Analyst
1 Public Square, Room 210**

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Darlington, South Carolina 29532

Phone: (843) 398-4100

Fax: (843) 393-8539

E-mail: pdavis@darcosc.net

All inquiries and responses will be distributed to all vendors known to have received the Bid document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this quote.

Addenda

This Invitation for Bid represents the most definite statement Darlington County will make concerning information upon which quotes are to be based. Any changes to this bid will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received a request for bid document. No addenda will be issued later than five (5) calendar days prior to the date for receipt for bid except an addendum which, if necessary, postpones the date for receipt of bid or cancels this bid. Vendors shall acknowledge receipt of all addenda with their bid.

VI. GENERAL INFORMATION

A. Proprietary Information

The County of Darlington is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Invitation for Bid are subject to requirements of the Freedom of Information Act and may be deemed public records.

B. Errors and Omissions

The Responder will not be allowed to take advantage of any errors or omissions in the Invitation for Bid. Where errors or omissions appear in the Bid, the Responder shall promptly notify the County of Darlington in writing of such error or omission it discovers.

Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

C. Withdrawal of Bid

An official representative of a Responder may withdraw a Responder's response at any time

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prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D. Non-Endorsement

If the County awards contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Darlington's endorsement of the successful Responder's services.

E. Right of Refusal

Darlington County, South Carolina (the "Owner") reserves the right to reject any or all bids or to award or refrain from awarding the contract for the work, to request additional information, and to interview, whichever is deemed to be in the Owner's best interests. All submittals shall become the property of the Owner and are subject to the Freedom of Information Act (FOIA) regulations.

VII. INSURANCE

The contractor shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Darlington. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

- A. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.
- B. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

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- C. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

\$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation against the County of Darlington, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

VIII. PAYMENT & PERFORMANCE BONDS

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

All asphalt prices be paid for at the unit price per actual square yards based on field measurements which shall include asphalt cement in the paving mixture, all costs of mobilization, traffic control, manufacture, transportation, placement, compaction, protection, site cleanup, in place and for all testing, labor, equipment, tools, maintenance and incidentals necessary to complete the work. Price adjustments will be made and shall be calculated based on monthly SCDOT fuel and asphalt index.

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CONTRACTOR SHALL PROVIDE ASPHALT WEIGHT TICKETS AND DOCUMENTATION OF ALL REQUIRED SCDOT ASPHALT TESTING (ROADWAY AND LABORATORY) BEFORE PAYMENT IS RELEASED.

IX. BID GUARANTY

The Bid must be accompanied by a Bid guaranty if greater than (\$100,000) one hundred thousand dollars, which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Owner. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the Contract Documents.

X. LOCAL PREFERENCES

A vendor shall be a resident of this county. If the vendor is an individual, partnership or corporation that is authorized to do business within the state and office **must be maintained in Darlington County** and all taxes assessed must be paid. During the bid evaluation process any vendor who meets the criteria for local preferences and the evaluation team feels that the county will gain value; will have their bid reduced by 5 percent. **The local vendor will be required to match the lowest bid submitted by the non-local responsive bid.** If all bids received are local vendors, then the 5 percent preferences will not be calculated.

XI. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event

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any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

XII. IRAN DIVESTMENT ACT

Pursuant to the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, *et seq.*, the Executive Director of the State Budget and Control Board (SC State Fiscal Accountability Authority, Division of Procurement Services effective July 1, 2015) has published a list of persons determined to engage in investment activities in Iran. The list identifies entities that are ineligible to contract with the State of South Carolina or any political subdivision of the State, including state agencies, public universities, colleges and schools, and local governments. The Iran Divestment Act of 2014.

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DARLINGTON COUNTY, SOUTH CAROLINA , a Body Politic and Corporate and a Political Subdivision of the State of South Carolina	MAIL OR HAND CARRY TO: DARLINGTON COUNTY PROCUREMENT ANALYST 1 PUBLIC SQ. RM 210 DARLINGTON, SC 29532 TELEPHONE NO 843-398-4100	
SEALED BID NO. 02-05-25-2016 DARLINGTON-WHIPPLES LANDING IMPROVEMENTS	BIDS ARE DUE ON JUNE 15, 2017 BY 3:00 PM AND WILL BE OPENED PUBLICLY.	

LEGAL COMPANY NAME: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

CITY-STATE-ZIP: _____

TELEPHONE NO: _____ FAX NO: _____

FEDERAL ID (TAX ID) NO: _____ E-MAIL: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TOTAL INSURANCE COVERAGE PREMIUM AMOUNT: \$ _____

TOTAL BID AMOUNT IN WORDS: _____

SECTION A- ROAD ENTERANCE: _____

SECTION B- PARKING LOT: _____

SECTION C- BOAT RAMP: _____

Bidder declares their Bid Response is made without any connection with any other individual that may be submitting a Bid Response to this IFB and their Bid Response, in all respects, is fair and in good faith, without collusion or fraud, with another Bidder, representative or agent.