



REQUEST FOR BID

FOR

FAIRFIELD COUNTY - WILLIE ROBINSON PARK

Advertisement Date: Thursday, June 16, 2022

Project Number: 21-63.06

Bids Due: Thursday, July 14, 2022, 10:00 AM

Length: N/A

Type: Reset Fence and Construct Walking Track

Engineer: Infrastructure Consulting & Engineering (ICE)

Contractor: _____

Address: _____

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SECTION I: NOTICE TO CONTRACTORS

Project Name: Willie Robinson Park

Project Number: RFB 21-63.06

Project Location: 17460 Newberry Highway, Blair, Fairfield County, SC

Bid Bond/Security: Required at 5% of the bid amount

Performance Bond: Required at 100% of the bid amount

Payment Bond: Required at 100% of the bid amount

DBE Participation: Encouraged at 5% or greater

Description of Project: Relocate fence and Construct walking Track

Agency/Owner: FAIRFIELD COUNTY, 250 N. Walnut Street, Winnsboro SC 29180

Engineer: *INFRASTRUCTURE CONSULTING AND ENGINEERING, LLC (ICE)*: Project Manager, Bill Coleman, 121 Midlands Court, West Columbia, SC 29169, Email: bill.coleman@ice-eng.com, Cell: 803-261-5581

Questions: All questions, requests, and correspondence shall be addressed to the Project Manager, Bill Coleman. All questions concerning the Bid Documents shall be in writing and submitted by COB **July 11, 2022**.

Plans and bid documents on File: Fairfield County Procurement Office, *INFRASTRUCTURE AND CONSULTING ENGINEERING, LLC (ICE) Columbia, SC*

Plan Deposit: Bid Documents may be obtained as a hard copy from the Engineer for \$100.00 non-refundable fee or electronic copy for no charge.

Pre-Bid Conference: There will be no pre-bid conference. Any questions or concerns should be addressed by email to Bill Coleman, at bill.coleman@ice-eng.com. All questions with answers will be forwarded to all known plan holders

Bid Closing and Opening: Thursday, July 14, 2022, at 10:00 AM

Bid Submittal: Submit Sealed Bids clearly marked "RFB-21-63.06" with the bidder's name, address, and South Carolina contractor license number on the envelope to: Fairfield County Procurement, Attn: Ms. Cathy Washington, County Government Complex, 250 N. Walnut Street, Winnsboro, SC 29180.

Substantial Completion: November 30, 2022

**IF YOU DOWNLOAD THIS
DOCUMENT WITH INTENT TO BID,
PLEASE EMAIL BILL COLEMAN AT
BILL.COLEMAN@ICE-ENG.COM**

**TO RECEIVE ANY
ADDENDA OR OTHER
MODIFICATIONS THAT MAY BE
ISSUED AT A LATER DATE**

SECTION II: GENERAL CONDITIONS AND CONTRACT

GENERAL CONDITIONS

1. BID INSTRUCTIONS AND SUBMITTAL:

- a. Bids shall be publicly opened at the time and place as indicated in the Notice to Contractors.
- b. Sealed bids shall be enclosed and secured in an envelope bearing the markings as described under Bid Submittals in the Notice to Contractors. Bids shall be addressed to the Fairfield County Procurement Office, Attention: Ms. Cathy Washington, County Government Complex, 250 N. Walnut Street, Winnsboro, SC 29180.
- c. Bids shall be submitted no later than **July 14, 2022, at 10:00 AM, if mailed or hand delivered** in the places and manners as described in paragraph b above and on the date indicated by the Notice to Contractors. Bids received after these times are considered late bids. Late bids shall not be considered unless the delay was caused by improper handling by the County's employees.
- d. The County shall not accept responsibility for unidentified bids.
- e. In the event that a bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such bid shall immediately inform the Procurement Officer or his/her assistant who shall, in the presence of another of equal rank or above, immediately contact the vendor submitting the bid.
- f. The vendor so contacted will be informed as to the circumstances and shall be invited to come to the office of Procurement to reseal and submit or withdraw the bid, if the vendor elects to reseal and submit the bid, such vendor shall be required to sign, date and indicate the time of resealing on the bid envelope. If the vendor directs the Procurement Office to reseal the bid, both the employee making the contact to the vendor and the owner witness present, shall sign, date and indicate the time of sealing on the bid envelope.
- g. In the event that the Procurement Office is directed by the vendor to return the bid, a statement properly witnessed stating the action taken and when, shall be duly filed.
- h. All prices and quotations shall be entered in ink or typewritten and shall remain firm for no less than sixty (60) days from the date of the bid. Mistakes may be crossed out and corrections inserted adjacent there to and shall be initialed in ink by the person signing the bid. The bidder shall insert the net price per stated unit and the extension against each item, which he/she proposed to deliver. The price shall include in the grand total column all delivery charges, installation and applicable taxes when necessary.
- i. Bids Will Not Be Considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws as amended).
- j. Bids Will Not Be Considered unless accompanied by a sealed, bidder's bond, for 5 percent (5%) of the amount of the bid. Bid bond will be duly executed by the bidder as principal & having as surety thereon a surety company licensed to do business in the State of South Carolina. Successful bidder will be required to furnish a satisfactory performance & payment bond each in the amount of 100 percent (100%) of the bid.
- k. The County Reserves the Right to accept or reject any & all responses, to waive technicalities & informalities, to negotiate further with the Contractor of its choice, & to request additional information, to interview & to make an award deemed in its own best interest.

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

2. TAXES: When applicable, South Carolina sales tax shall be shown as a separate entry on the bid total summation. In other words, there shall be a bid subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.

3. PROPRIETARY INFORMATION: Bidders shall visibly mark as "CONFIDENTIAL" each part of their bid which considers proprietary information. Price may not be considered confidential proprietary information.
4. AMBIGUOUS BIDS: Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
5. COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, Fairfield County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
6. BIDDER'S QUALIFICATIONS: Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the Owner are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract. **Bids Will Not Be Considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws as amended). Interested bidders must be on current SCDOT prequalified prime contractors list to be eligible for Fairfield County road paving and/grading projects.**
7. ACKNOWLEDGEMENT OF AMENDMENTS TO REQUEST FOR BIDS:
 - a. Bidders shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram or by fax, or e-mail and by acknowledging the amendment on the Bid Form.
 - b. Fairfield County must receive the acknowledgment by the time, date, and at the place specified for receipt of bids.
8. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap and to ENSURE EQUAL EMPLOYMENT OPPORTUNITY is provided for as applicable.
9. EXPLANATION TO PROSPECTIVE BIDDERS:
 - a. Any prospective bidder desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective bidders before submission of their bids.
 - b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
 - c. Any information given to a prospective bidder pertaining to this solicitation shall be furnished promptly to other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
10. AWARDING POLICY: The County reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the County determines to be most advantageous. Therefore, individual prices per item must be indicated on the bid form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the County in determining the lowest responsible bidder on each of the items shall consider, in addition to the bid prices, the quality, training, suitability and adaptability of the services required by this solicitation. The County reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.

In the event that identical bids are received on like items, the Procurement Officer, subject to the

approval of the County Administrator, shall award bids by whichever of the following procedures is deemed most appropriate under the circumstances:

- a. Award to the firm whose primary business establishment is physically located:
 - i. within the boundaries of Fairfield County; and
 - ii. within the boundaries of the State of South Carolina.
 - b. If all of the above are equal, the County shall award by a toss of a coin with all interested parties given an opportunity to witness. The County shall have a minimum of two witnesses for the coin toss.
11. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. No bid shall be withdrawn for a period of sixty (60) days after the schedule closing time for the receipt of bids. The County reserves the right to award contracts for a period of sixty (60) days.
12. SUBMISSION OF DATA: Each bidder, upon request, shall submit evidence of Liability Insurance, Workmen's Compensation (if required), and other data regarding experience relating to this bid and proposes to satisfy the requirements of this solicitation and fulfillment of a contract.
13. ACCIDENTS: The vendor shall hold the County harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the County or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the County reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
14. STATEMENT OF COMPLIANCES AND ASSURANCES: By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding, and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.
15. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself/herself 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 bidder to acquaint himself/herself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or contract.
16. FAILURE TO SUBMIT BID: Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specified otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future consideration for similar requirements. If a recipient does not submit a bid or fails to respond by submitting a "no bid" for three (3) consecutive bids for the same commodity, they shall be removed from the applicable vendor list.
17. EXAMINATION OF RECORDS:
- a. The County Administrator of Fairfield County or his duly authorized representative(s) and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractors' directly pertinent books, documents, papers or other records involving transactions related to this contract.
 - b. He/She agrees to include in first-tier subcontracts under this contract a clause to the effect that the County Administrator of Fairfield County or his duly authorized representative(s), and/or duly authorized representative(s) from the office of the County Auditor shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractors' directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).

18. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications and without validating the remainder of the order.
19. **“OR APPROVED EQUAL” CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County, based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc., of the item bid if not 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 that specifically mentioned in the specifications, he/she shall submit with his bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the County to compare the material specified; and, such material will be given due consideration. The County reserves the right to insist upon and receive the items as specified, if the submitted items do not meet the County’s standards for acceptance.
20. **PATENTS:** The vendor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or copyrighted composition, secret process, article or appliance furnished or used under this bid.
21. **INSTALLATION:** Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the County. The vendor shall be responsible providing an appropriate amount of lead-in to equipment requiring electrical, water or other basic service. The County will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packing, crating, and other letter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her equipment.
22. **GUARANTEE:** The vendor shall supply a guarantee for all workmanship for the equipment the/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material is discovered during the guarantee period, the vendor shall, immediately, upon notification by the County, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.
23. **PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this Contract, shall contain, as a minimum the following information:
- a. Name of business concern
 - b. Contract number or other authorization for delivery of service or property
 - c. Complete description
 - d. Price and quantity of property or service delivered or executed
 - e. Name where applicable
 - f. Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and other substantiating documentation of information as required by the contract or owner.

24. CONFLICTS IN SPECIFICATIONS: When contract language or specifications are in conflict, the Engineer shall choose the language/specification that is applicable to the project condition covered, and shall generally choose the more stringent, restrictive or costly language/specification.
25. SERVICE FACILITIES: In considering the services bid upon, the County shall take into consideration past performance of existing work and installations, service and facilities provided by the bidder. The bidder shall have available a local organization that is trained in proper construction methods.
26. 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 in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject itself 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.
27. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the United States Government Contract price without any liability because the State is exempt from provisions of the Robinson-Pitman Act and other related laws.
28. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs of the failure to perform the contract arising out of causes beyond the control and without the 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 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 or 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.
29. ASSIGNMENT: No contract may be assigned, sublet, or transferred without a written consent of the Procurement Officer.
30. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder shall be held responsible thereof.
31. INCORPORATION BY REFERENCE: The contents of this Request for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this Project.
32. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:
- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work sites, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the Engineer.

- b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the County representatives(s) may recommend that the necessary work be performed and charge the cost to the Contractor.
33. **BID FORMS:** Documentation contained in Section “V” shall be completed and submitted along with the Proposal. A bid bond as required by these General Conditions shall also be included.
34. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Procurement Officer providing a thirty (30) day advance notice in writing is given to the Contractor.
- a. Termination for Convenience. In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance notice, then the County shall negotiate reasonable termination costs, if applicable.
- b. Termination for Cause. Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.
35. **SAFETY AND PROTECTION:** Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
36. **SECURITY REQUIRED:**
- a. Bid Security – Each Bid must be accompanied by a Bid Bond acceptable to the County. Bid Bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. Bid Bonds shall be payable to the County, shall be for at least five (5%) percent of the total amount of the Bid, and shall serve as a guarantee deposit that the bid will be carried out to the complete satisfaction of the County.
- b. Forfeiture of Bid Security – Nonperformance by the successful Bidder, or its failure to execute the Contract and meet performance and payment bond requirements and insurance requirements within five (5) calendar days after issuance of Notice of Award, shall result in its bid security being forfeited as liquidated damages, and the Notice of Award and Contract will be rescinded and awarded to another Bidder. Withdrawal or attempted withdrawal of a Bid after the closing date and time but prior to sixty (60) calendar days after the closing date may also result in forfeiture of bid security.
- c. Return of Bid Security – Bid security will be returned to all bidders after the successful Bidder has executed the Contract and delivered all required bonds and insurance certificates. Unsuccessful Bidders will not be entitled to any interest earnings on returned funds.
- d. Payment and Performance Security
- i. The successful Bidder shall provide Performance and Payment Bonds, in a form satisfactory to the County (see Attached “Sample Forms”), in the following amounts no later than at the time of execution of the Contract:
- Payment Bond: 100% of the total amount of the Contract.
 - Performance Bond: 100% of the total amount of the Contract.

- ii. The aforesaid Payment and Performance Bonds must be issued by a corporate surety registered and authorized to do business in South Carolina and must be counter-signed by a licensed, authorized South Carolina agent.
- iii. Attorneys-in-fact who sign Bid Bonds or Performance Bonds must file with each Bond a certified and effective, dated copy of their power of attorney.
- iv. The time to be covered by the Performance Bond shall commence on the date of execution of any contract resulting from this RFB and terminate upon final payment to Bidder by County. The time to be covered by the Payment Bond shall commence on the date of execution of any contract resulting from this RFB and terminate twelve (12) months after the date of final acceptance of the Work by the County.
- v. Contractor shall execute the attached Form of Agreement upon contract award.

37. CHANGE ORDER:

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

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

39. ENVIRONMENTAL MANAGEMENT: Vendor/Supplier/Contractor will be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

40. SITE INSPECTION:

- a. The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.
- b. Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.
- c. The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.
- d. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.
- e. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.

FORM OF AGREEMENT**BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Fairfield County ("Owner") and
_____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Reset fence and construct new walking track at Willie Robinson Park

ARTICLE 2 – THE PROJECT

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

Fence Reset and Construction of Walking Track at Willie Robinson Park**ARTICLE 3 – ENGINEER**

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

ARTICLE 4 – CONTRACT TIMES**4.01 Time of the Essence**

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

Dates for Substantial Completion and Final Payment

- a. **The project will be completed November 30, 2022**, and be ready for final payment in accordance with the General Conditions on or before the above dates.

4.02 Liquidated Damages

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

ARTICLE 5 – CONTRACT PRICE

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

- a. For all Work other than Unit Price Work, a lump sum of: \$ N/A
All specific cash allowances are included in the above price.
- b. For all Unit Price Work, an amount equal to the sum of the established unit price for each
- c. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Bonds and Insurance	LS	1		
2	Mobilization	LS	1		
3	New 4' Chain Link Fence	LF	50		
4	Reset Dugout	LS	1		
5	Reset Chain Link Fence	LF	925		
6	Remove Existing Concrete	SY	23		
7	Pour New 4" Thick Concrete (2500 PSI)	SY	67		
8	Walking Track (8' Wide)	LF	1450		
9	Dress Up and Grass All Disturbed Areas	LS	1		
GRAND TOTAL					\$

(words)

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

ARTICLE 6-- PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with the General Conditions.

Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress payments; Retainage

a. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

b. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions.

c. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

d. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

e. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions and less 95 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 – CONTRACTOR RESPONSIBILITIES

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- a. The Contract Documents consist of the following:
 - b. This Agreement
 - c. Performance bond
 - d. Payment bond
 - e. General Conditions
 - f. Standard Specifications and Drawings as referenced in the bid documents.
 - g. The contents of the Request for Bids, including all drawings, attachments, specifications, special provisions, supplemental specifications and any addenda
 - h. Drawings consisting of 0 pages.
 - i. Addenda (numbers 0 to __, inclusive).
 - j. Exhibits to this Agreement (enumerated as follows):
 - k. Contractor's Bid

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed
- b. Work Change Directives.
- c. Change Orders.

The documents listed in paragraph 9.01. and are attached to this agreement (except as expressly noted otherwise above) There are no contract documents other than those listed in this Article 9.

The contract documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

10.06 Warranty

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

This Agreement will be effective on _____, 2022, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Fairfield County, South Carolina _____

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

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

Agent for service of process:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held and firmly bound unto Fairfield County, 250 N Walnut Street, Winnsboro, SC 29180, as obligee, hereinafter called Owner, in the amount of: _____ Dollars (\$_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has entered into a certain contract with the Owner, dated _____ day of _____, 2022, for the construction at **Willie Robinson Park, RFB# 21-63.06**, in accordance with the Drawings and Specifications prepared by INFRASTRUCTURE CONSULTING & ENGINEERING, LLC, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

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

Signed and sealed this _____ day of _____, 2022

PRINCIPAL

SURETY

_____, (Seal)
Bidder's Name and Corporate Seal

_____, (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held and firmly bound unto Fairfield County, 250 Columbia Highway, Winnsboro, SC 29180, as obligee, hereinafter called Owner, in the amount of: _____ Dollars (\$_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain contract with the Owner, dated _____ day of _____, 2022, for the construction at **Willie Robinson Park, RFB# 21-63.06**, in accordance with the Drawings and Specifications prepared by: INFRASTRUCTURE CONSULTING & ENGINEERING, LLC (ICE): which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

Signed and sealed this _____ day of _____, 2022

PRINCIPAL

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

SECTION III: SPECIAL PROVISIONS

SPECIAL PROVISIONS

PROJECT NUMBER

RFB # 21-63.06

COUNTY

FAIRFIELD

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

DEFINITION AND TERMS:

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

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

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

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

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

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

SUBSTANTIAL COMPLETION OF WORK:

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

Contractor shall have the work substantially complete on **November 30, 2022.**

AWARD OF CONTRACT:

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

PROPOSAL ITEMS AND QUANTITIES:

A list of bid items and quantities is on page **32.**

QUALIFIED PRODUCT LISTINGS:

All references to "Approval Sheet" or "Approval Policy" are to be replaced with "Qualified Products Listings (QPL)" and "Qualified Products Policies (QPP)" respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental

Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

DBE PARTICIPATION:

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

CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING:

The contractor shall provide construction quality control and quality assurance testing for this project, except for MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS where materials are furnished by others.

INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

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

RETAINAGE:

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

PROMPT PAYMENT CLAUSE:

See attached Supplemental Specification dated **June 14, 2000** on page **26**.

MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS:

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

REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS:

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

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

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

CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:

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

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

CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME:

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

FAILURE TO COMPLETE THE WORK ON TIME:

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

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

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

PROJECTS TO BE INCLUDED IN THIS PROJECT:

Fairfield County, due to budget considerations, reserves the right to adjust the amount of work to be performed on this project, at the discretion of the County.

CONSTRUCTION SCHEDULE:

The successful Bidder shall, prior to commencement of work, submit to the Engineer a schedule showing the order in which he proposes to carry on the Work indicating the periods during which he will perform work on each roadway. The County of Fairfield reserves the right to determine priority of

schedule items, but unless modified by the parties, in writing, the successful Bidder shall have sole Responsibility for following and coordinating its schedule.

SEEDING:

Section 810.2.3.3 is hereby amended by adding the following note to the table:

The use of Annual Sudan Grass for temporary vegetation shall be prohibited statewide.

All seeding will be mulched using Method C: Hydro seeding.

SCOPE OF WORK FOR WILLIE ROBINSON PARK

1. Remove and replace outfield fence from left field foul line to right field foul line 10 feet closest to home plate.
2. Remove and replace left field side fence from foul line to home plate, including dugout, into a straight line.
3. Remove and replace third base dugout about 5' toward third base.
4. Add new 4' chain link at corner of right field line with yellow round safety sleeve.
5. Build an 8'-wide walking track on outside of remaining existing fence and reset fence.
6. Excess dirt can be placed on site.
7. Walking track will be 4" Crusher Run and 2" HMA and finish flush with existing ground.
8. All disturbed areas will be dressed up and grassed.
9. Clearing and grading should be minimal.
10. 18"x30 " Metal sign on metal post shall say "TRACK LENGTH is XX Miles" with distance being determined after track is built.
11. Remove concrete in dugout.
12. Re-pour floor in dugout and under bleachers with 2500 PSI Concrete.

SECTION IV: SUPPLEMENTAL SPECIFICATIONS

July 2017

PROMPT PAYMENT CLAUSE

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

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

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

(i) The obligation to promptly pay subcontractors (all tiers) or to release retainage does not arise if there is a legitimate subcontract dispute with first tier and/or lower tier subcontractors. If there is a subcontract dispute, the Contractor may submit a written request to SCDOT to approve a delay in payment to the subcontractor which shall explain the nature of the dispute and identify relevant subcontract provisions as support. The explanation may include those reasons set forth in the SC Prompt Pay Act (S.C. Code Section 29-6-40). Payment to the subcontractor shall not be withheld without prior SCDOT written approval.

(ii) Contractor shall submit a status report of the dispute in each monthly progress payment. The status report shall contain:

- justification for the continuation of nonpayment in the form of a pending judicial proceedings, alternate dispute resolution (ADR) process or administrative proceedings, as evidence of why the delay shall continue; or
- a certification that the matter is resolved, and payment has been issued to the subcontractor (first tier and/or lower tier subcontractors).

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

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

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

January 1, 2018

SECTION 810: EROSION CONTROL MEASURES

Delete Subsection 810.4.2 of the Standard Specifications in its entirety and replace with the following:

In addition to the erosion control measures specified in the Plans, Standard Specifications, Supplemental Technical Specifications and the Special Provisions, the Contractor is advised that all land disturbing activities (clearing and grubbing, excavation, borrow and fill) are subject to the requirements set forth in the following permits and regulations:

- South Carolina Code of Regulations 63-380, Standard Plan for Erosion, Sediment, and Stormwater Runoff Control. The regulation can be found at the South Carolina Legislature website.
- Erosion and Sediment Reduction Act of 1983 (Title 48, Chapter 18 of the South Carolina Code of Laws of 1983, as amended). Section 70 of this code authorized the South Carolina Department of Health and Environmental Control (SCDHEC) to administer this regulation with respect to lands under the jurisdiction of the South Carolina Department of Transportation. The code can be found at the South Carolina Legislature website.
- National Pollutant Discharge Elimination System (NPDES) General Permit Number SCR160000, effective January 1, 2013 (or latest version): The Environmental Protection Agency, in accordance with the Federal Clean Water Act, has granted to the South Carolina Department of Health and Environmental Control (SCDHEC) the authority to administer the Federal NPDES permit program in the State of South Carolina. The permit may be viewed at the SCDOT website.

In accordance with the NPDES General Permit SCR160000 section 2.1.E: "The Prime Contractor hired by SCDOT for a project will become a Secondary Operator with SCDOT upon signing the awarded contract. The Secondary Operator must complete the agreement found in Appendix B of the SCDOT Contract, (Contractor Certification Form). The agreement is to be signed in accordance with the signatory requirements of §122.22 of the South Carolina Regulation 61-9. The agreement is to be maintained with the SWPPP.

By signing the Contract, the contractor accepts/understands the terms and conditions of the *Storm Water Pollution Prevention Plan (SWPPP)* as required by the NPDES General Permit SCR160000 and may be legally accountable to SCDHEC for compliance with the terms and conditions of the SWPPP. In addition, the contractor is responsible for ensuring all subcontractors comply with the SWPPP and the permit requirements.

The SCDOT will complete and forward a *Notice of Intent (NOI)* to SCDHEC. If SCDHEC does not send a letter within 10 business days of receipt of the *NOI*, authorizing coverage, denying coverage, or advising that a review of the *SWPPP* will take place, coverage will be automatically granted.

At the pre-construction conference, with the contractor, the SWPPP will be explained and discussed so that the contractor is made aware of their responsibilities in the *SWPPP*.

Upon authorization of coverage, the SWPPP is to be fully implemented. The prompt installation of erosion coordinated with construction activities to maintain compliance with the above regulations and NPDES General Permit.

Erosion and Sediment Control Inspections are to be conducted by a qualified individual (Certified Erosion Prevention and Sediment Control Inspectors (CEPSCI), P.E., or those as stated in the permit) by the Department at least every 7-calendar day. A representative of the Contractor is also encouraged to accompany the inspection. Correct deficiencies noted during these inspections within the assigned priority period. If deficiencies are not corrected within this timeframe, the RCE can stop all work (except erosion and sediment control measures) until the deficiencies are corrected.

Give special attention to critical areas within the project limits (i.e., running streams, water bodies, wetlands, etc.). In these areas, the RCE may direct the Contractor to undertake immediate corrective action, but in no case, allow these deficiencies to remain unresolved more than 48 hours for a priority 1 deficiency or 7 days for a priority 2 deficiency. This is in accordance with their assigned priority as identified during the Erosion and Sediment Control Inspection.

Failure to adequately comply with the provisions as detailed above or any other required erosion control measures can result in stoppage of all contract operations (except erosion and sediment control measures) until corrective action has been taken. Additional sanctions may be invoked by the SCDHEC in accordance with their authority.

Fines assessed on the Department by SCDHEC as the result of the Contractor's non-compliance or violation of said permit provisions will be paid by the Department and will subsequently be deducted from any monies due to the Contractor. In case no monies are due or available, the fines incurred will be charged against the Contractor's Surety.

SECTION V: BID FORM

SECTION ONE
FAIRFIELD COUNTY - WILLIE ROBINSON PARK
RFB: 21-63.06

BY SUBMITTING THIS BID, THE UNDERSIGNED BIDDER REPRESENTS:

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

- O. that the unit price per ton, square yard, linear foot, etc., must reflect all materials, supplies, equipment, supervision, labor costs, quality control services, and sales tax necessary to complete the project. All costs for grading, sweeping, cleaning, shaping, tacking, compacting, etc.; shall also be included in the unit bid price.
- P. that he acknowledges and understands that all Contractor "As Bid" unit measures for the various Project Elements will be reviewed by The County and, where any discrepancies are noted The County reserves the right to advise the bidder and make the necessary corrections and thereby adjust the Contractor's sum total bid amount accordingly. All adjustments, if any, will be predicated on work measurement as represented on the plans. We shall have the option to decline any reasonable unit measure adjustment that will reflect an increase in our base bid. Therefore, it is understood that unless declined, any adjustments reflecting an increase in the element costs will, when adjusted, reflect an overall increase in the base bid and will be considered in determining the most responsive
- Q. that the undersigned, certify that this Bid does not violate Federal or State Antitrust Laws and I have received and read the Request for Bids and understand that this Bid is subject to all conditions thereof. A signature below indicates that the Offeror herein, his agents, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the Contract herein.
- R. that the undersigned certifies that the Contractor listed below will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set forth in Title 44, chapter 107
- S. CONTRACTORS NAME: _____

FEDERAL IDENTIFICATION NUMBER: _____

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

_____	_____	_____
(Classification)	(Sub-Classification)	(Limitations)

(S.C. Contractor's License Number)

SECTION TWO
FAIRFIELD COUNTY - WILLIE ROBINSON PARK
RFB: 21-63.06

BID OF (CONTRACTOR NAME): _____

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Bonds and Insurance	LS	1		
2	Mobilization	LS	1		
3	New 4' Chain Link Fence	LF	50		
4	Reset Dugout	LS	1		
5	Reset Chain Link Fence	LD	925		
6	Remove Existing Concrete	SY	23		
7	Pour New 4" Thick Concrete (2500 PSI)	SY	67		
8	Walking Track (8' Wide)	LF	1450		
9	Dress Up and Grass All Disturbed Areas	LS	1		
GRAND TOTAL					

(Grand Total in Words)

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

SECTION THREE

FAIRFIELD COUNTY - WILLIE ROBINSON PARK

RFB: 21-63.06

LISTING OF SUBCONTRACTORS:

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

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

LISTING OF SUBCONTRACTORS

Subcontractor: _____

Work to be undertaken: _____

Place of Business: _____

Principal: _____

License No _____

Subcontractor: _____

Work to be undertaken: _____

Place of Business: _____

Principal: _____

License No _____

Subcontractor: _____

Work to be undertaken: _____

Place of Business: _____

Principal: _____

License No _____

SECTION FOUR
FAIRFIELD COUNTY - WILLIE ROBINSON PARK
RFB: 21-63.06

Respectfully submitted this ____ day of _____, 2022

Company Name: _____

Authorized Signature: _____

Name and Title (type or print) _____

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

State of Incorporation: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

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

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

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

ACKNOWLEDGMENT OF RECEIPT OF AGENDA:

(If more addenda are issued, then add to the list.)

Addendum No.1 dated: _____

Addendum No.2 dated: _____

Addendum No.3 dated: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, a (___ corporation, ___ partnership, ___ individual) duly authorized by law to do business as a construction contractor in the State of South Carolina, and _____, as Surety, a corporation duly authorized to transact surety business under the Law of the state of South Carolina, are held and firmly bound unto Fairfield County as obligee, in the penal sum of:

Five Percent (5%) of the Bid Amount

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

WILLIE ROBINSON PARK - 21-63.06

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

Signed and sealed this _____ day of _____, 2022.

PRINCIPAL

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: A copy of the agent's Power of Attorney for the Surety Company must be attached to this bond form.

SECTION VI: PROJECT INFORMATION

PROJECT ESTIMATED QUANTITIES OVERALL

Project Name: Willie Robinson Park
Project Location: 17460 Newberry Highway
Blair, SC

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	Bonds and Insurance	LS	1
2	Mobilization	LS	1
3	New 4' Chain Link Fence	LF	50
4	Reset Dugout	LS	1
5	Reset Chain Link Fence	LF	925
6	Remove Existing Concrete	SY	23
7	Pour New 4" Thick Concrete (2500 PSI)	SY	67
8	Walking Track (8' Wide)	LF	1450
9	Dress Up and Grass All Disturbed Areas	LS	1