



# REQUEST FOR BIDS

RFB No. 19-72.08R1

FOR

## FAIRFIELD COUNTY

### RIVER ROAD FIRE STATION PROJECT

10716 River Road in Ridgeway, SC 29130

Advertisement Date: Friday, August 5, 2022

Project Number: 19-72.08

Bids Due: Thursday, September 1, 2022, at 10:00 AM  
Conference Room, 250 N Walnut Street  
Winnsboro, SC 29180

Type: Construct a wood post framed and metal siding/roofing building (approximately 5,200 sq. ft.) located in Ridgeway, Fairfield Co., SC

Engineer: Infrastructure Consulting & Engineering (ICE)

Contractor: \_\_\_\_\_

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

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## SECTION I: NOTICE TO CONTRACTORS

**PROJECT NAME:** Fairfield County River Road Fire Station Project

**PROJECT NUMBER:** 19-72.08

**PROJECT LOCATION:** 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:** Construct wood post framed and metal siding/roofing building (approx. 5,200 SF)

**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](mailto:bill.coleman@ice-eng.com), Cell: 803-261-5581

**QUESTIONS:** All questions, requests, and correspondence shall be addressed to Bill Coleman at [bill.coleman@ice-eng.com](mailto:bill.coleman@ice-eng.com). All questions concerning the Bid Documents shall be in writing and submitted by **10:00 AM on August 29, 2022**.

**PLANS AND BID DOCUMENTS ON FILE:** Fairfield County Procurement Office, INFRASTRUCTURE AND CONSULTING ENGINEERING, LLC (ICE) West Columbia, SC

**PLAN PURCHASE:** *Hard copies of drawings are available from ARC Document Solutions LLC, 819 State Street, West Columbia SC, (803-254-2561) at the cost of printing and delivery to the Bidder.*

**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](mailto:bill.coleman@ice-eng.com). All questions with answers will be forwarded to all known plan holders

**BID CLOSING AND OPENING:** **Thursday, September 1, 2022, 10:00 AM**

**BID SUBMITTAL:** Submit Sealed Bids clearly marked "RFB: 19-72.08R1" 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:** All work will be completed in no more than **two hundred forty (240) calendar days of Notice to Proceed** from Fairfield County.

**IF YOU DOWNLOAD THIS  
DOCUMENT WITH INTENT TO BID,  
PLEASE EMAIL BILL COLEMAN AT  
[BILL.COLEMAN@ICE-ENG.COM](mailto: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 Procurement Office, Attention: Ms. Cathy Washington, Fairfield County Government Complex, 250 N Walnut Street, Winnsboro, SC 29180.
- c. Bids shall be submitted no later than **Thursday, September 1, 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.
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. **INSURANCE REQUIREMENTS:** All vendors who provide Fairfield County with services on County property will be required to submit General Liability Insurance minimum limits of \$500,000 per occurrence, or \$1,000,000 single limit, for damages arising from acts which occur during the contract period, with Fairfield County and ICE, PLLC specifically listed as an additional insured on the policy. All vendors who provide Fairfield County with services will also provide and maintain workers compensation insurance, regardless of the number of employed persons at its organization. Failure to provide either requested policies will deem the vendor to be non-responsive. Vendors will provide these policies before commencing work on the project.
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. **PACKING AND DELIVERY:** All shipments shall be FOB to the County locations specified. Purchase order numbers and/or contract numbers(s) as appropriate, must be clearly stated on each carton or package.
20. **"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.

21. 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.
22. 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.
23. 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.
24. 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
  - g. Other substantiating documentation of information as required by the contract or owner.
25. TIME OF COMPLETION: Time is of the essence for completion of the Work. The bidder shall complete all of the work of this contract in no more than two hundred forty (240) calendar days from Notice to Proceed from the County and shall furnish all items in accordance with the bid solicitation unless an extension was granted by the County in writing.
26. 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.
27. 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.
28. LIQUIDATED DAMAGES: Should the Contractor fail to complete the contract within the established time limit, or at the later date as authorized in writing by the Procurement Manager, he/she shall pay liquidated damages in the sum of two hundred dollars (\$200.00) per day.

29. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business 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.
30. **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.
31. **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.
32. **ASSIGNMENT:** No contract may be assigned, sublet, or transferred without a written consent of the Procurement Officer.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.
38. **DEFAULT:** In case of default, the County reserves the right to purchase any or all items in open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charge has been satisfied.
39. **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.
40. **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 guaranteed 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.

**41. 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.

**42. PERMITS/LICENSING:** It shall be the responsibility of the contractor to comply with County Ordinances by securing necessary permits and licenses.**43. 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.**44. 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.

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**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: **Construction of a wood post framed and metal siding/roofing approximately 5,200 SF building**

**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:

**River Road Fire Department Building located in Ridgeway, Fairfield Co., SC**

**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.

## 4.02 Dates for Substantial Completion and Final Payment

- a. **The project will be completed 240 calendar days from Notice to Proceed**, and be ready for final payment in accordance with the General Conditions on or before the above dates.

## 4.03 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 **\$200.00** 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 any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**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, 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.

	Quoted Price	Sales Tax	Total Bid
<b>Base Bid</b>			
<b>Additive Alternate One - Exterior Concrete Aprons</b>			
<b>Additive Alternate Two - Interior Shell Area Slab</b>			
<b>Total Bid all Items (Base Bid and Add Alternates 1-2)</b>			

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*(Grand Total in Words)*

**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
- The Contract Documents consist of the following:
- a. This Agreement
  - b. Performance bond
  - c. Payment bond
  - d. General Conditions
  - e. Standard Specifications and Drawings as referenced in the bid documents.
  - f. The contents of the Request for Bids, including all drawings, attachments, specifications, special provisions, supplemental specifications, and any addenda
  - g. Drawings consisting of 1 pages.
  - h. Addenda (numbers 0 to 0, inclusive).
  - i. Exhibits to this Agreement (enumerated as follows):
    1. Contractor's Bid
  - j. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    1. Notice to Proceed
    2. Work Change Directives.
    3. Change Orders.
    4. The documents listed in paragraph 9.01. and are attached to this agreement (except as expressly noted otherwise above)
    5. There are no contract documents other than those listed in this Article 9.
    6. 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:  
Fairfield County, South Carolina

CONTRACTOR  
\_\_\_\_\_

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

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

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

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for giving notices:  
Fairfield County  
PO Drawer 60  
Winnsboro, SC 29180

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, 350 Columbia Hwy, 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 of **FAIRFIELD COUNTY RIVER ROAD FIRE STATION PROJECT, RFB# 19-72.08R1**, 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**

\_\_\_\_\_  
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

**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, 350 Columbia Hwy, 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 of: **FAIRFIELD COUNTY RIVER ROAD FIRE STATION PROJECT, RFB# 19-72.08R1**, 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: SCOPE OF WORK**

**SCOPE OF WORK****PROJECT NUMBER****19-72.08****COUNTY****FAIRFIELD**

Fairfield County is accepting competitive sealed bids for a wood post framed and metal siding / roofing building (approximately 5,200 sq. ft.) located at 10716 River Road Ridgeway, SC 29130. The Successful Vendor shall complete/provide the following:

**General**

1. Drawings, provided by owner at later date, (a total of twenty sheets) further describing the scope of work and made a part of this bid solicitation include:
  - a. Cover Sheet
  - b. Code Review / Life Safety Sheet
  - c. Civil / Site Plan
  - d. Building Floor Plan
  - e. Building Exterior Elevations
  - f. Plumbing Floor Plans and Details
  - g. Mechanical Floor Plans and Details
  - h. Electrical Site Plan Floor Plans and Details
2. Contractor is responsible for following all building codes, and laws as they apply and safety standards.
3. Contractor must adhere to the manufacture's requirements for any product at all times.
4. Contractor shall provide a base bid to deliver, and fully assembly all building materials and adjoining aspects necessary to complete the building as shown on the drawings. Alternate One is to furnish and install an exterior 40' x 80' concrete apron on either side of the truck bays. Alternate Two is to furnish and install the interior concrete slab in the shell upfit area (40' x 50').
5. Contractor may make pay requests monthly reflecting 10% completion intervals and, a 5% retainer on all work completed will be held until final approval by the County Project Manager, Fire Chief, and the Director of Facilities.
6. Contractor is responsible for providing trash container/haul off and maintaining a clean site daily.
7. Contractor will be responsible to provide temporary bathroom facilities for workers while onsite.
8. Contractor shall provide a minimum 1-year warranty against any/all materials and craftsmen defects for all products provided.

**Site Improvements and Utilities**

9. Contractor will be responsible for proper layout of the building for square and proper elevation based off of existing survey stakes (by others) as instructed by the Project Manager. The site area and access is normal and unobstructed. Cost of mucking out bad areas, removal of

rock, or encountering other underground obstructions that would interfere with the construction work will be an extra charge to the contract.

10. The entire building area has been prepared by the Owner for placement of the building concrete floor system, which includes clearing, stripping, shaping, placement of fill if required, compaction, and rough grading to +/- within three tenths (0.30') of a foot. If compaction test is required by County officials it will be at additional cost.
11. The County has ¾ inch hose bibb which is within 20 feet of the new structure.
12. The water service for a fire hydrant and fire sprinkler system will be provided later. The box out in the slab, as indicated in fire riser room for the riser would be included if Alternate Two (shell slab) is accepted.
13. The site drawing shows the location of the 1,000-gallon septic tank and drain field. The Plumbing drawings show the waste lines and fixtures which are all included in the base bid, The waste lines to a single point of connection outside the building are also included.
14. The electrical service will come from the power pole and transformer on the south property line. The base bid service is sized for the full facility, though only the service in the truck bay (heaters /fans, door motors, lights, receptacles) and minimal emergency lights per Code in the upfit area are in the Base Bid. See the electrical drawings for scope and extent of fixtures and panel sizes.
15. The communications service would come off the pedestal on the south property line. Base Bid will include conduit stub ups from the IT room to this location outside the building.
16. For Base Bid, the scope includes piping and equipment for the gas (propane) to the heating units. Note that this contract includes service underground to the tank. Tank will be located within 50' of the building. Final location to be coordinated with utility and Owner. No slab for the tank is required.

### **Concrete**

17. The floor will consist of a 6" thick reinforced concrete slab in the Base Bid truck bay area and a 4" thick reinforced concrete slab in the Alternate Two shell area as per plan. The Alternate One exterior apron will have a 6" thick reinforced concrete slab.
18. Reinforcing within the floor slabs will be fiber mesh. Concrete will have a 6-mil poly moisture barrier over sand or crushed aggregate for all interior slabs.
19. Floor slabs will have a machine troweled smooth finish. Exterior aprons, if alternate work is included, will have a broom finish.
20. All concrete will be 3,000-PSI compressive strength.
21. Concrete stoops (5' x 5") will be provided, with broom finish, at all building exterior doors and size as indicated for the covered front porch.

## Wood-Framed Building

22. Contactor shall provide completed shop drawings of a wood post framed metal building for approval by the Project Manager a minimum of (10) ten working days prior to commencement. This shall include all material submittals for review. Any and all materials must be formally submitted for approval by the Project Manager prior to delivering to the site. Any material found to be deficient/unsuitable will be rejected.
23. The design of the pre-engineered Wood Framed building will be a wood frame structure with clear span roof trusses. The building shall be designed in accordance with the 2018 South Carolina Building Code. Basic design loads will include live wind and dead loads. Framed openings will be designed to structurally replace the wall covering and framing they displace.
- a. Exterior steel siding and roofing is available in multiple colors with a Forty- (40) year limited warranty by the manufacturer on the steel. Steel siding and roofing will be cold rolled steel (29 Gauge) with a baked-on finish. All steel siding, top and bottom is to be painted. All fasteners (screws) are color coded to match panels.
  - b. For the foundation, 4" x 6" or 6" x 6" #2 yellow pine, treated with CCA to a .6 lb. pcf. Retention (tested by American Wood Preservers for in-ground contact) is used. Posts are set 4' in the ground on a 5" x 12" pre-cast concrete pad. 2" x 8" CCA treated boards are set on the ground at perimeter of building to secure metal to.
  - c. Girts are to be 2" x 6" x 10' #2 Southern Yellow Pine or better, spaced 30" on center or as code requires. Girts are not pressure treated if over 18" from the ground.
  - d. Purlins are to be 2" x 6" x 10' #2 Southern Yellow Pine or better. Purlins are set 30" on center on edge in between trusses using JP-26D MiTek Hangers. Purlins are not pressure treated.
  - e. Trusses, as per MiTek USA, Inc. engineer of manufactured truss components, are 4/12 pitch and set 10' on center. Clear spans are required. Truss member shall be designed to support the loads of the future fire sprinkler system. Trusses for the front shell area (40' x 50') shall have double ply trusses or added trusses as required to also support a gypsum board ceiling.
  - f. Flashing, closures, and/or trim will be furnished at the rake (end), eaves (sides), corners, framed openings, and wherever necessary to provide weather-tightness and a finished appearance.
  - g. Insulation for all roofs and exterior walls will consist of two (2) inch thick, 0.6 lb. Density fiberglass blanket insulation with a white 4 mil vinyl facing having an Underwriters Laboratory approved flame spread rating of 25.
  - h. Contractor shall provide and install the gutters, down spouts, and associated pieces such as elbows, bends, and straps as depicted on the drawings.
  - i. Contractor shall provide and install the required metal trim pieces to include (but not limited to) J Channel, F Channel, soffit & fascia, jamb, jamb extensions, and ridge caps in the appropriate colors selected. Trim color to be selected
24. The building includes a 2-hour rated fire wall between the truck bays and the shell / upfit area. The wall construction shall conform with UL assembly 301. This requires 2" x 4" wood studs at 16" on center with two layers of 5/8" Type X gypsum board on each side. For the area above the low roof, the exposed side shall be 2 layers of 5/8" exterior XP gypsum sheathing, with building wrap/ membrane covered with the typical metal siding panels. Protect and seal and penetrations of piping or conduit with similarly rated fire sealant assemblies.

25. Contractor shall provide and install (8) eight insulated overhead doors 14' x 14' with electric motors. The basis of design product is Overhead Door Therma-Core series 595, standard lift track, with one fully glazed aluminum sash section. (See drawings for location). Color- white. Provide additional wood framing members as needed for manufacturer's recommended install of the door, 2" track, and door motor. Motor basis of design is Overhead Door Model RHX, ½ HP with both push button stations and a telephone or radio remote operator as selected by Owner.
26. Contractor shall provide and install (6) six insulated exterior grade flush personnel doors and (1) insulated exterior grade glass half-panel personnel door *with locks* (see drawings for dimensions and locations) Color – white
27. Contractor shall provide and install (8) eight insulated single hung or double hung windows, 3'-0" wide x 5'-0" high (see drawings for locations) Color – white

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## **SECTION IV: SPECIAL PROVISIONS**

### SPECIAL PROVISIONS

**PROJECT NUMBER**

19-72.08

**COUNTY**

**FAIRFIELD**

This project is to be constructed under the following Special Provisions.

---

**DEFINITION AND TERMS:**

*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.*

***The project Owner is FAIRFIELD COUNTY.***

*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.

All work will be completed in no more than **two hundred forty (240) calendar days of Notice to Proceed** from Fairfield County

**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.

**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:**

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.

<b>GENERAL LIABILITY</b>	<b>LIMIT</b>
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
<b>AUTOMOBILE LIABILITY (Any Auto)</b>	
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:

<b>WORKER'S COMPENSATION and EMPLOYER'S LIABILITY (statutory)</b>	<b>LIMIT</b>
(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 page 32.

#### **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:**

Unless otherwise specified, complete the work on or before the completion date stated in the Contract.

If the Contract is increased by extension of the Contract, the contract time is agreed upon and is included in the agreement for the Contract Extension.

If satisfactory fulfillment of the Contract with deletions and decreases is authorized and requires the performance of work in smaller quantities than those set forth in the Contract, the contract time will not be reduced.

Weather and seasonal limitations as set forth in the applicable sections of these specifications or other such limitations provided for in the special provisions do not affect the specified completion date. Under no circumstances is the Contractor entitled to compensation for weather related delays.

If the Contractor finds it impossible for reasons beyond its control to complete the work within the contract time as specified or as extended, it may, at any time before the expiration of the contract time as extended, make a written request to the Project Engineer for an extension of time setting forth therein the reasons that the Contractor believes justify the granting of its request. That insufficient time was specified is not a valid reason for extension of time. If the Project Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, Project Engineer may extend the time for completion in an amount justified by the conditions based on schedule. The extended time for completion is then in full force and effect the same as though it was the original time for completion.

**FAILURE TO COMPLETE THE WORK ON TIME:**

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 **\$200.00 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:**

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**

Detailed in **Section III, Page 21**.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION V: SUPPLEMENTAL SPECIFICATIONS**

**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.

## EROSION CONTROL MEASURES

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 days. 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 VI: BID FORM**

**SECTION ONE****FAIRFIELD COUNTY RIVER ROAD FIRE STATION PROJECT, RFB: 19-72.08R1**

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 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.

O. 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

P. 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 RIVER ROAD FIRE STATION PROJECT, RFB: 19-72.08R1**

	Quoted Price	Sales Tax	Total Bid
<b>Base Bid</b>			
<b>Additive Alternate One - Exterior Concrete Aprons</b>			
<b>Additive Alternate Two - Interior Shell Area Slab</b>			
<b>Total Bid all Items (Base Bid and Add Alternates 1-2)</b>			

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*(Grand Total in Words)*

**All prices quoted shall include sales tax and delivery charges.**

**BID OF (CONTRACTOR NAME):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**SECTION THREE**

**FAIRFIELD COUNTY RIVER ROAD FIRE STATION PROJECT, RFB: 19-72.08R1**

**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.

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 \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Work to be undertaken: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Principal: \_\_\_\_\_

License No \_\_\_\_\_

USE BLANK SHEET IF ADDITIONAL SUBCONTRACTORS ARE NEEDED

**SECTION FOUR**  
**FAIRFIELD COUNTY RIVER ROAD FIRE STATION PROJECT, RFB: 19-72.08R1**

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2022

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name and Title (type or print) \_\_\_\_\_

Email Address (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: \_\_\_\_\_

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

**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 oblige, 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:

**FAIRFIELD COUNTY RIVER ROAD FIRE STATION PROJECT - RFB: 19-72.08R1**

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 VII: PROJECT INFORMATION**

## **PROJECT LOCATION MAPS**

- 1 - COUNTY MAP
- 2 - RIVER ROAD FIRE STATION



