

**DEPARTMENT OF PUBLIC WORKS
LAURENS COUNTY, SC
“CLOSED AND LOAD RESTRICTED BRIDGE REPLACEMENT 2022 /
2023”
(CTC PROJECT #43-B)**

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NOTICE TO BID

Laurens County Department of Public Works is seeking bids from qualified bridge contractors for “Closed and Load Restricted Bridge Replacement 2022/2023”. This project will consist of the replacement of the existing wooden bridges including the associated roadway and drainage work necessary to tie the new approaches to the existing roadway including signage. The project shall also include the demolition, removal, and disposal of said bridges. All bids should include any costs to be incurred if awarded, DHEC permits, NOI, NPDES, Asbestos study, Hydrology study, Geotechnical data, etc. Bid packages can be picked up from Laurens County Department of Public Works at 100 Hillcrest Square, Public Works Suite, Laurens, SC 29360. To receive a bid package via email, please forward your written request to bwilson@co.laurens.sc.us or tstoddard@co.laurens.sc.us. Sealed bids marked “Bridge Replacement 2022/2023”. are to be forwarded to Laurens County Department of Public Works, P.O. Box 238, Laurens, SC 29360—or may be delivered to Laurens County Public Works Department, 100 Hillcrest Square, Public Works Suite, Laurens, SC 29360. Bids will be received at this location until 11:00 A.M., March 22, 2023, at which time they will be publicly opened. For further information, contact Billy Wilson or Tim Stoddard, at (864) 984-6812.

It shall be the responsibility of CONTRACTOR to comply with all applicable federal, state, and local laws in connection with the services set forth in this Contract. CONTRACTOR shall remain in good standing with the State and promptly notify Laurens County in writing if it is determined to be disqualified, suspended, debarred, or otherwise excluded from bidding, proposing, or contracting with any federal or state department or agency. This obligation shall include, but not be limited to, procurement of all permits and licenses not obtained by Laurens County provided, however, that with respect to any permit or licenses that must be obtained in the name of Laurens County, CONTRACTOR shall perform all functions within its power to obtain the permit, including mitigation, and Laurens County will fully cooperate in this effort and perform any functions that must be performed by Laurens County. CONTRACTOR shall be responsible for payment of all charges, fees, and taxes, and for providing all notices necessary and incident to the performance of the Project as of the Effective Date of this Agreement. The Contract Price shall include all charges, fees and taxes related to the above obligations and if any charges, fees or taxes are waived by the regulatory or governmental entity, then the amount waived shall be deducted from the Contract Price.

Laurens County reserves the right to reject or accept any/or all bids.

**“Bridge Replacement 2022 / 2023”
(CTC PROJECT #43-B)**

Bridge Replacement

Bridge Number	Road Name
#1	Cooley road
#2	Hunter road
#3	Harris Grove Church rd.
#4	Park rd.

“Bridge Replacement 2022 / 2023” (CTC Project #43-B)

ROAD/BRIDGE IMPROVEMENT CONTRACT SPECIFICATIONS

The South Carolina State Highway Department of Standard Specifications for Highway Construction, 2007 Edition, will be the governing publication, hereafter referred to as The Standard Specifications. Substitute Laurens County Director of Public Works (DPW) or his designated representative in place of all references to SHE, DEA, DOC, MRE or RCE.

All bridge dimensions have been measured as accurately as possible; however, it is the contractor's responsibility to make field verification of any figures he uses in determining bid quantities. The new structure shall be 30 feet wide while keeping the same roadway alignment.

SECTION I—RESURFACING/BASE

Prior to applying surfacing, all existing pavement edges are to be cut back by use of a motor grader to remove any dirt, debris, or vegetation.

All existing roadway surfaces are to be swept to remove any loose debris or dirt, and a tack coat applied at a rate of 0.05 to 0.15 gallons per square yard.

Plant Mixed HMA Surface Course Type C is to be provided at a minimum rate of 175 lbs. per square yard and in accordance with Section 401 of the Standard Specifications—with the exception of Sections 401.2.2.7, 401.2.2.8, 401.2.3.8, 401.3.5, 401.3.12 - 401.3.15, 401.4.12 - 401.4.16, 401.4.21, 401.4.24, 401.4.29, 401.5, & 401.6.

Asphalt surfacing may be applied during any month within the contract period upon approval of the Director of Public Works.

Asphalt weight tickets are to be submitted for each roadway prior to any payments for this phase of construction.

Access for driveways will be provided by raising the paving gate through driveway lengths and raking back a three-foot access apron.

Using soil cut back and left along the road shoulder, shoulders are to be pulled back to the new pavement edge. No additional shoulder material will be required. Excess soil or vegetation not used in this process is to be removed. Soil is not to be pulled onto the new surface during this process. Caution is to be used to protect the new surface at all times. Shoulders and slopes shall be prepared and seeded to current SCDOT specifications.

The prepared base before surface placement shall meet the Laurens County Code of Ordinance standards. Article III, sec. 32-63 and standard I, sec 32-189. Roadway width shall taper at bridge to full deck width.

SECTION II—APPROACHES & SLOPES

All slopes are to be constructed at a 4:1 or flatter unless right of way does not permit, **No** slopes shall be constructed steeper than a 2:1. SCDOT specifications are to be followed during construction, if guardrail is required it must be included in the bid price.

Construction of approaches built up to meet new bridge elevations shall meet all SCDOT specifications.

SECTION III— BRIDGE REPLACEMENT

SCDOT Hollow core deck bridge plans with varying span lengths are attached as a reference.

Design standards shall be in accordance with all state and federal guidelines. Any variation in design from the included information shall require written approval from the Laurens County Public Works Department.

SPECIAL INSTRUCTIONS TO BIDDERS

Notify Project Inspector or the Laurens County Department of Public Works [(864)-984-6812] twenty-four hours prior to commencing work on each road.

Work shall begin within sixty (60) days of execution of contract and be completed within 180 working days from date of contract execution.

Specifications and construction procedures as outlined in the SCDOT "Standard Specifications for Highway Construction", 2007 Edition, shall apply to all contracts.

A "Notice to Proceed" will be issued in conjunction with contract award.

Provide all necessary labor, materials, equipment, transportation, and insurance to perform the construction items in compliance with all applicable laws, ordinances, safety requirements, codes, and regulations of federal, state, and local governing bodies having jurisdiction.

Laurens County reserves the right to increase by up to 30% of similar construction—or decrease the contract as necessary to match available funding. All contract works to be completed within 180 working days from execution of contract. Liquidated damages in the amount of \$100.00 per day will be assessed and deducted from the contract amount, for each day beyond the contract period required for completion. The contractor may apply for additional working days—based on documented periods of inclement weather during which construction was not possible.

Each bridge within the contract is to be bid as a separate lump sum price to include all items of construction. The final Lump Sum Bid being a total of these individual prices.

Deletions may be necessary by Laurens County to match funds with contract price.

The Laurens County Department of Public Works will reserve the right to have an independent laboratory test the quality and quantity of materials used at the County's expense.

SPECIAL TERMS AND CONDITIONS

INSURANCE FOR CONSTRUCTION CONTRACTS

Certificates of Insurance must be included in the Bid/Quote offer with minimums as follows:

South Carolina Statutory Workmen's Compensation insurance.

General Liability insurance-\$500,000 for bodily injury, death or property damage to any one person or entity, within the limit, however, of \$2,000,000 for bodily injury, death or property damage resulting from any one occurrence or accident.

Vehicular Liability Insurance in the amount of \$500,000 for bodily injury, death or property damage to any one person or entity within the limit, however, of \$2,000,000 for bodily injury, death, or property damage resulting from any one occurrence or accident.

The successful bidder shall maintain the insurance, naming the County of Laurens as co-insured, until the final certificate accepting the work is issued by the Director of Public Works.

HOLD HARMLESS

The successful bidder for, and in consideration of, the agreed contract price for the purpose of construction as specified in this agreement, and for its successors and assigns agrees to hold harmless the County of Laurens, South Carolina, or any of its agents or employees, as to all other persons, organizations, or entities—both known and unknown—for all claims and damages, actions, and causes of actions, costs, damages, loss of use, loss of services, expenses, compensations, or any other thing whatsoever on account of, or in any way growing out of, injuries, or damages resulting or to result from in the future, an occurrence or accident which may take place, or any other matter attributable to construction as described in the Bid/Quote Package. This Hold Harmless clause is in no way an admission of liability on the part of the County of Laurens or any of its agents or employees.

MAINTENANCE AND CONTROL OF CONSTRUCTION SITE

The successful bidder agrees that, at the moment the contract is executed and a proceed order is issued by the Director of Public Works, (hereinafter referred to as "Director"), the successful bidder shall for all purposes take exclusive control of the construction site as described in the Bid/Quote document, and shall maintain the construction site and areas adjacent thereto—including all right-of-way—in a reasonable, secure, and safe manner prior to, during, and after construction and until the Director shall issue a certificate of completion.

SUBCONTRACTING WITH DISADVANTAGED BUSINESS ENTERPRISES

The County of Laurens expects all their general contractors to show a good faith effort in subcontracting to small, minority, handicap, and women's businesses for all of the County's contracts. It is the policy of the County of Laurens to provide disadvantaged business enterprises equal opportunity to participate in all aspects of the County's contracting and purchasing programs, including—but not limited to—participation on procurement contracts for commodities and services as well as contracts relating to construction, repair work, and/or any procurement functions whatsoever.

It is further the policy of the County of Laurens to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination.

Definition of small businesses, minority business, handicap business, and women's businesses is defined as follows:

Small businesses are those businesses that fall in the category of small by the Small Business Administration Criteria.

Minority Business Enterprise will mean a business that is owned and controlled by one or more socially disadvantaged persons. Such persons include—but not limited to—African Americans, Native Americans, Asian Americans, Puerto Ricans, Hispanics, American Eskimos and Aleuts.

Handicap businesses are those businesses which are 51% owned and controlled by handicapped people. Women's businesses are those businesses which are 51% owned and controlled by women.

It is the County of Laurens' policy to award a fair share of all contracts to small, women's groups, handicap, and minority business firms. Accordingly, affirmative steps must be taken by its contractors to assure that small, women, handicap, and minority businesses are utilized whenever possible as sources for supplies, equipment, construction, and services. Affirmative steps shall include the following:

Furthermore, in accordance with State Set-Aside Law (SC Code Section 12-28-2930):

A minimum of five (5%) percent of this contract is set-aside for qualified and certified Minority Business Enterprises (MBE's) or Women Business Enterprises (WBE's). A listing of certified MBE/WBE firms can be found on the SCDOT website (www.dot.state.sc.us) under the Doing Business with SCDOT Tab. The prime contractor shall provide documentation of MBE and WBE contract amounts by completion of the MBE/WBE certification form to be submitted with the Contract Proposal Form. If the prime contractor is unable to meet the MBE/WBE goals, the prime contractor/bidder shall (prior to the award of contract) provide documentation that affirmative steps were taken to solicit MBE/WBE participation. This documentation must be in writing and confirm that significant effort was made to include MBE/WBE participation. Failure to make such significant effort may be grounds for disqualification of any bid.

Affirmative steps may include but are not limited to the following:

- Including qualified small, women, handicap, and minority businesses on solicitation list.
- Assuring that small, women, handicap, and minority businesses are solicited whenever they are potential sources.
- When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, women, handicap, and minority business participation.
- When requirements permit, establishing delivery schedules which will encourage participation by small, women, handicap, and minority businesses.
- Using the services and assistance of the Small Business Administration and Office of Minority Enterprise of the Department of Commerce and the Community Services Administration as required.
- Review SCDOT certified MBE/WBE contractor list to identify potential qualified sub-contractors and solicit their participation.

If any subcontracts are to be let, we will require the prime contractor to show good faith efforts in the affirmative steps shown above.

ADDITIONAL TERMS

It is further required under this contract:

To do all extra work which may be required to complete the work contemplated, at unit prices or lump sum prices, to be agreed upon in writing prior to starting such extra work—or if such prices or sums cannot be agreed upon, to perform such work on a Force Account basis, as provided for in the Specifications.

To execute the Form of Contract within sixty days from the date of the award of contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provision.

To furnish a Performance Bond and a Payment Bond in the full amount of the contract.

To guarantee all of the work performed under this contract to be done in accordance with the Specifications and in a good and workmanlike manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

No information in this document is intended to replace the requirements of the Procurement Code of Laurens County. Those rules and regulations apply to this procurement as if incorporated herein.

Enclosed is the required Proposal Guaranty in the form of a Bid Bond Standard Form in the amount of 5% of this bid. It is understood that should the undersigned fail to execute the contract after an official award has been made the Surety executing this bond will, upon demand, forthwith make payment to the Laurens County Department of Public Works of the total amount of the bond.

Local Preference in bidding not to exceed \$1,000 will be granted to contractors residing in Laurens County as described in the Laurens County Procurement Code.

The Laurens County Department of Public Works reserves the right, should tie bids be received, to choose the low bid by other means as stated in the Laurens County Procurement Code or by chance.

Seal

Signed.

(Officer)

(Company)

(Address)

BID BOND

Laurens County Department
Of Public Works
P.O. Box 238
Laurens, SC 29360

Date Bond Executed

Principal _____

Surety -----

Amount of Bond - 5% OF PRINCIPAL'S BID _____ Date of Bid _____

PROJECT _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named are held and firmly bound unto Laurens County Department of Public Works, hereinafter called the Department, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such as to operate and as a guarantee that the Principal will fully and promptly execute a contract and cause to be executed bonds acceptable to the Department, all as set forth in the proposal or bid, should the same be accepted, and that no longer than ten (10) days after the receipt by the principal of contract forms from the Department, he will execute a contract on the basis of the terms, conditions and prices set forth in his proposal or bid together with and accompanied by a performance and Indemnity bond satisfactory to the Department, in the total amount of said contract, and a Payment bond in the amount of 100 % of the contract, and that failure to perform or comply with any or all the foregoing requirements, within the time set forth above, shall be just and adequate cause for the annulment of the award; and it is understood that in the event of the annulment of the award, the amount of this guarantee shall immediately be at the disposal of the Department, not as a penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled and Performance and Indemnity, and Payment bonds, as set forth in the proposal, be executed, bonds being satisfactory to the Department, this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

INDIVIDUAL OR PARTNERSHIP PRINCIPAL IN PRESENCE OF: WITNESS (2)
_____(SEAL) 1) _____
_____(SEAL) 2) _____

CORPORATE PRINCIPAL
BUSINESS _____ ATTEST WITNESS (2)
BUSINESS ADDRESS _____
BY _____ D
_____ 2)
TITLE _____
AFFIX CORPORATE SEAL _____

CORPORATE SURETY
COMPANY _____ WITNESS (2)
BUSINESS ADDRESS _____
BY _____ D
_____ 2)
TITLE _____
AFFIX CORPORATE SEAL _____

AFFIDAVIT OF NON-COLLUSION

STATE AND FEDERAL LAW (CODE OF LAWS OF SOUTH CAROLINA, SECTIONS 39-3-10, ET SEQ., 39-5-10, ET SEQ.; 15 U.S. CODE, SECTION 1) ARE DESIGNED TO ENSURE THAT THE BIDS RECEIVED BY SPONSOR UNDER THIS GRANT SHALL BE COMPETITIVE AND FREE OF COLLUSION. THE EXECUTION OF THE FOLLOWING AFFIDAVIT IS A PRE-REQUISITE FOR CONSIDERATION OF ANY CONTRACTOR'S BID.

As a condition precedent to the award of any contract for this, there must be filed a sworn statement executed by, or on behalf of, any person, firm, or association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such person, firm, association or corporation submitting a bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of his state to administer oaths. The original of such sworn statement shall be included in and made a part of the bidder's proposal. This sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

AFFIDAVIT

STATE OF _____ COUNTY OF _____

Personally, appeared before me _____ who being duly sworn says that he is a member of the firm of and further says that his firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his state have complied with and further agrees, on behalf of himself, his firm, association or corporation, that in any subsequent prosecution for perjury of him, his firm, association or corporation, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

SWORN to before me this _____

Day of _____, 20____ Company

Legal Signature

**“Bridge Replacement 2022/ 2023”
(CTC Project #43-B)**

CONTRACT PROPOSAL FORM

Road#	Road Name	Amount
#1	Cooley road	
#2	Hunter road	
#3	Harris Grove Church rd.	
#4	Park rd.	

TOTAL BASE BID _____ (total of the 2 lump sum prices shown above)

COMPANY NAME

OFFICER’S SIGNATURE

DATE

MBE / WBE CERTIFICATION FORM

"Bridge Replacement 2022/ 2023"

(CTC Project # 43-B)

DBE Firm Name Address & Phone	Class MBE WBE	Description of Work	Dollar Amount of Work	%of Contract
1				
2				
3				
4				
5				

The above-named DBE firms have affirmed that they will perform the portion of the contract listed as Dollar Amount of Work shown above as attested by contractor's representative's signature on the Proposal Form.

CONSTRUCTION SITE INFORMATION

"Closed and Load Restricted Bridge Replacement 2022/ 2023"
(CTC Project # 43-B)

Road	Road Name	Area	Type	Approx. Length	Existing Average Width	Proposed width	Proposed Spans
#1	CURRY ROAD	GRAY COURT	VARIABLE	47 FT.	19	30	(1) single
#2	HUNTER ROAD	FOUNTAIN INN	VARIABLE	25 FT.	14	30	(1) single
#3	Harris Grove Church rd.	GRAY COURT	VARIABLE	90 FT	18.7	30	(1) single
#4	Park rd.	FOUNTAIN INN	VARIABLE	67FT	18	30	(1) single