

Pinckney Park Phase I

Town of James Island

1238-B Camp Road

James Island, SC 29412

James Island Bid Number:

2-2016

Hussey, Gay, Bell, Inc.

474 Wando Park Blvd, Suite 201

Mt. Pleasant, SC 29464

HGB Job # 416139701

ADDENDUM NO.1**November 17, 2016**

To: All holders on record of Contract Documents and Technical Specifications

Acknowledge receipt of this Addendum by inserting its number in the space provided acknowledging Addenda on "Page 2" of the Bid Form. Failure to do so may subject bidder to disqualification. This Addendum forms part of the Contract Documents, and consists of the following item:

A. SPECIFICATIONS

1. Invitation for Bids (IFB) General Terms and Conditions

Delete this section in its entirety and replace with the attached Invitation for Bids (IFB) General Terms and Conditions.

B. DRAWINGS

1. Delete Sheet C-220 in its entirety and replace with the attached Sheet C-220.

END OF ADDENDUM NO.1

**INVITATION FOR BIDS (IFB)
GENERAL TERMS AND CONDITIONS**

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS

Bids must be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Bids may not be submitted by FAX or other facsimile transmittal.

Mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to Town of James Island, 1238-B Camp Road, James Island, SC 29412. Each sealed envelope containing a bid shall be marked on the outside with the Bidder's complete name, address, bid number, description of services requested by IFB (i.e., Elevator Maintenance, Road Construction), along with the due date and time. Failure to do so may result in premature opening of, or a failure to open, such bid.

Bids submitted after the "Opening" date and time are considered "Late Bids". "Late Bids" will not be opened or considered.

Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of bid, but not thereafter.

Any interpretation, correction or change of the IFB documents will be made by addendum. It is your responsibility to monitor the website at www.jamesislandsc.us for any additional information, revisions, or addenda that may be posted.

No substitutions will be considered after the Contract award except by amendment or change order.

Failure to submit a bid on the form requested or inclusion of any alternates, unit prices, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks on the Bid Form shall be considered cause for rejection of a bid.

The Town seeks a single, qualified company to be responsible for completion of the work (hereinafter "Work") described herein (although the Town reserves the option to award portions of the project to multiple bidders if such is to the advantage of the Town). Therefore, any one bid submitted by more than one company will be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to the Town.

2. AWARD OF CONTRACT

Award of Contract will be made to the lowest responsive and responsible Bidder(s) whose bid, conforming to the IFB, is most advantageous to the Town, price and other factors considered.

The Town reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.

The Town shall be the sole judge of the suitability of the items or services to be provided pursuant to this IFB.

3. NOTICE OF AWARD OF CONTRACT

The successful Bidder will be notified of acceptance of bid by a written Notice of Award of contract. The successful Bidder shall not undertake any work, and the Town will not be responsible for payment for any work whatsoever undertaken by successful Bidder prior to issuance of the Notice to Proceed.

The successful Bidder shall be required to submit acceptable Insurance Certificate(s) and Endorsement(s) within five (5) Business Days after the issuance of the Notice of Award.

4. CONTRACT DOCUMENT

The successful Bidder shall be required to execute a formal contract within 5 (5) Business Days after issuance of a Notice of Award. Failure or refusal to sign aforesaid Contract shall be grounds for the Town to revoke any Notice of Award which has been issued, forfeit bid security, and award the Contract to another Bidder.

5. NOTICE TO PROCEED

A Notice to Proceed will be issued after the successful Bidder has executed the Contract and has submitted acceptable performance and payment bonds (if applicable) to the Town as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful Bidder shall not deliver any equipment to the work site or commence work until the successful Bidder has received a written Notice to Proceed from the Town Administrator.

6. **BIDDER'S QUALIFICATIONS**

Before a bid is considered for award, the Bidder may be requested by the Town to submit a statement providing additional information regarding their previous experience in performing comparable work.

7. **SUBCONTRACTORS**

If any subcontractors will be used for this project, the successful Bidder shall provide to the Town Administrator a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor on the Subcontractor Data Report Form included in the Required Forms.

The successful Bidder shall not substitute other subcontractors without the written consent of the Town Administrator.

The successful Bidder shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Bidder. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

If at any time the Town Administrator determines that any subcontractor is incompetent or undesirable, the Administrator shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this IFB shall create any contractual relationship between any subcontractor and the Town.

8. **DRUG-FREE WORKPLACE ACT**

Successful Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The Town requires all successful Bidders executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

9. **STATE AND LOCAL TAXES**

Except as otherwise provided, Contract prices shall include all applicable state and local taxes. The successful Bidder shall calculate that portion of the Contract which is subject to the eight and one half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If the successful Bidder is a non-South Carolina company, the Town will withhold said amount from all invoices and remit

payment to the SCDOR, unless the successful Bidder furnishes the Town with a valid South Carolina Use Tax Registration Certificate Number.

The successful Bidder shall indemnify and hold harmless the Town for any loss, cost, or expense incurred by, levied upon or billed to the Town as a result of the successful Bidder's failure to pay any tax of any type due in connection with this Contract.

The successful Bidder shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

10. INSURANCE REQUIREMENTS

The successful Bidder, at its own expense, shall at all times during the term of the Contract, maintain insurance. The Town shall not execute the Contract until the successful Bidder has submitted acceptable Insurance Certificate(s) and Endorsement(s), which must be submitted within Town (5) Business Days of receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such Insurance Certificate(s) and Endorsement(s) shall constitute grounds for the Town to revoke its Notice of Award, forfeit bid security (if applicable), and award the Contract to another successful Bidder. The Town may contact the successful Bidder's insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Bidder's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The successful Bidder shall also require any sub-contractors to carry the same coverages in the same amounts.

The Town must be advised immediately of any changes in required coverages.

11. BIDDER REPRESENTATIONS

Each Bidder by submitting a bid represents that:

The Bidder has read and understands this IFB (including all specifications and attachments) and that their bid is made in accordance therewith.

The Bidder has reviewed the IFB, has become familiar with the local conditions under which the Work is to be performed.

The bid is based on the terms, materials, systems and equipment required by this IFB, without exception.

The Bidder is qualified to provide the services and equipment required under this IFB and, if awarded the Contract, will do so in a professional, timely manner using Bidder's best skill and attention.

12. SECURITY REQUIRED

Bid Security

Each bid must be accompanied by a bid bond acceptable to the Town. 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 Town, shall be for at least five (5%) percent of the total amount of the bid, and shall serve as a guarantee deposit that the bid will be carried out to the complete satisfaction of the Town. In lieu of a bond, Bidder may submit a certified check or cashier's check in aforesaid amount payable in U.S. funds. Pursuant to Town policy, bid security in the form of checks will be deposited with the Town into the Town's General Fund. Faxed bid bonds will not be acceptable.

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) Business 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 of a bid after the opening date and time but prior to final award after the opening date, may also result in forfeiture of bid security.

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 and endorsements. Bidders will not be entitled to any interest earnings on returned funds, and in the case of bid security by check, such will be returned in the form of a Town check.

REQUIRED BID FORMS

Pinckney Park Phase I

Bid Tabulation

Item	Description	Est.	Qty.	Unit Price	Total Price
Site Work - Base Bid					
1	Silt Fence	2500	LF		
2	Inlet Protection	1	LS		
3	Tree Protection Fence	1	LS		
4	Construction Entrance	1	LS		
5	Clearing and Grubbing Remove Existing Asphalt/Concrete	1	LS		
6	Driveway	3700	SF		
7	Remove Existing Asphalt Sidewalk	500	SF		
8	Remove Existing Light Pole	1	LS		
9	Remove Existing Fence and Posts	1	LS		
10	Site Grading Cut and Fill	1	LS		
11	6' Pervious Walking Trail	8900	SF		
12	4' Concrete Sidewalk	450	SF		
13	Detectable Warning Surface	4	EA		
14	Concrete Paving	1700	SF		
15	24" Curb & Gutter	600	LF		
16	Pervious Parking Area	8500	SF		
17	Living Fence	950	LF		
18	Rail Fence	750	LF		
19	Pavement Marking (Handicapped)	1	LS		
Storm Drainage- Base Bid					
20	15" Corrugated Plastic Pipe	250	LF		
21	12" Corrugated Plastic Pipe	60	LF		
22	SCDOT Type 16 Curb Inlet	1	EA		
23	Junction Box / Storm Drain Manhole	1	EA		
24	Outlet Control Structure	1	EA		
25	Grate Inlet	1	EA		
26	Rip Rap w/ Filter Fabric	30	SY		
Landscaping - Base Bid					
27	Irrigation System - Complete	1	LS		
28	Landscaping - Complete	1	LS		
Total Base Bid					

Bid Alternate #1			Unit Price	Total Price
1	24" Curb & Gutter	<u>350</u> LF	_____	_____
2	Pervious Parking Area	<u>4200</u> SF	_____	_____
3	Concrete Pavement	<u>350</u> SF	_____	_____
4	Concrete Sidewalk	<u>40</u> SF	_____	_____
5	Concrete Flume	<u>1</u> LS	_____	_____
6	Signage	<u>1</u> LS	_____	_____
7	Pavement Marking	<u>1</u> LS	_____	_____
8	12" PVC Sleeve for Future Sanitary Sewer Under Parking Lot	<u>1</u> LS	_____	_____

Total Bid Alternate #1

Bid Alternate #2

1	6" x 1/8" Steel Edging Each Side of Walkway	<u>2950</u> LF	_____	_____
Total Bid Alternate #2			_____	_____

Bid Alternate #3

1	6" PVC Sanitary Sewer	<u>575</u> LF	_____	_____
2	Sewer Clean-Out	<u>10</u> EA	_____	_____
3	6" PVC Fittings	<u>10</u> EA	_____	_____
Total Bid Alternate #3			_____	_____

Bid Alternate #4

1	Install Sod in lieu of Sprigging	<u>1</u> LS	_____	_____
Total Bid Alternate #4			_____	_____

BID FORM
Page 1

Respectfully submitted this _____ day of _____ 2016

Company Name: _____

By: _____
Signature Print Name

Title: _____ (e.g. Owner, Partner, Corporate Officer, etc.)

Mailing Address: _____

City: _____ State: _____ Zip: _____

Payment Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ FEIN: _____

Email Address: _____

Vendor is a/an: Sole Proprietorship Partnership LLC Corporation -list the state of
incorporation _____

SC Contractor's License No. _____

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

BUSINESS LICENSE:

Does your business have a valid Town of James Island Business License?

Yes No

If so, list the number _____. You must possess a valid Town of James Island for business undertaken in the Town of James Island jurisdiction. Contact the Town of James Island at 843-795-4141 with any questions.

If the successful bidder does not have a valid Town of James Island Business License, they will be required to obtain one before beginning work.

BID SECURITY

Amount Enclosed {5% of Bid} \$_____ (Bid Bond or Cashier's Check)

BID HOLDING TIME:

Prices must remain firm for a minimum of Sixty {60} Business Days from bid opening. Please indicate maximum time that bid prices will remain firm.

Prices firm **through:** _____

Receipt is acknowledged of the following addenda:

Addenda _____, _____, _____, _____

TOWN OF JAMES ISLAND PROCUREMENT SUBCONTRACTOR DATA FORM

Bid No. _____ Total Bid Amount _____ Date _____

Prime Contractor _____ City & State _____ Phone (), _____

	Business Name, Phone, Address and Principal's Name	Goods Or Services Provided	Any Licenses or Certifications Required? If so, please attach	Dollar Amount of Subcontract
Subcontractor 1				
Subcontractor 2				
Subcontractor 3				
Subcontractor 4				

ADDITIONAL COPIES OF THIS FORM IF MORE SPACE NEEDED

Page ____ of ____

Compliance with Illegal Immigration Act

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors or sub-subcontractors; or (b) that the Bidder/Offeror and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in its contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Contract Number: _____

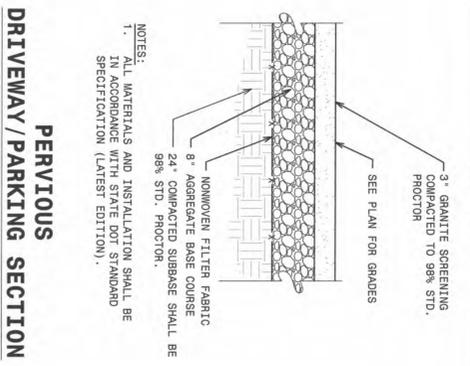
Project Name: _____

Contractor/Vendor Name: _____

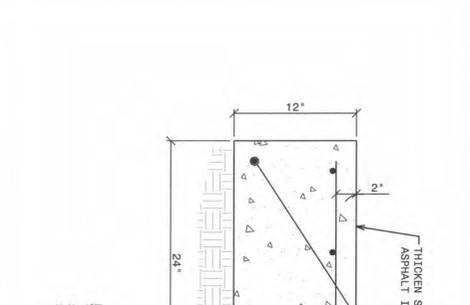
Address: _____

Authorized Representative Name and Title: _____

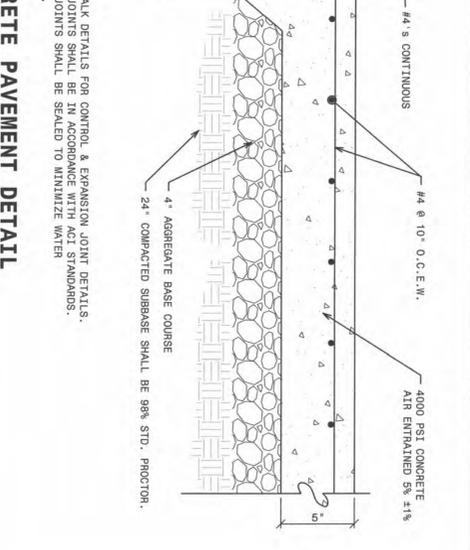
Signature of Authorized Representative: _____



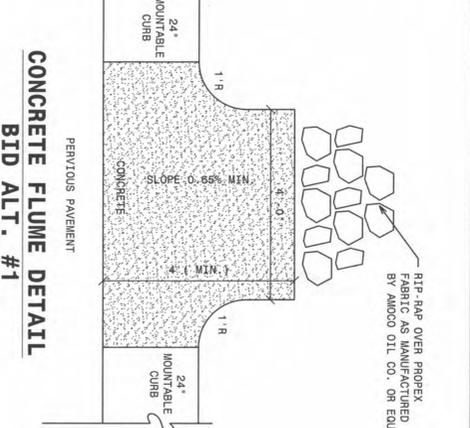
DRIVEWAY/PARKING SECTION



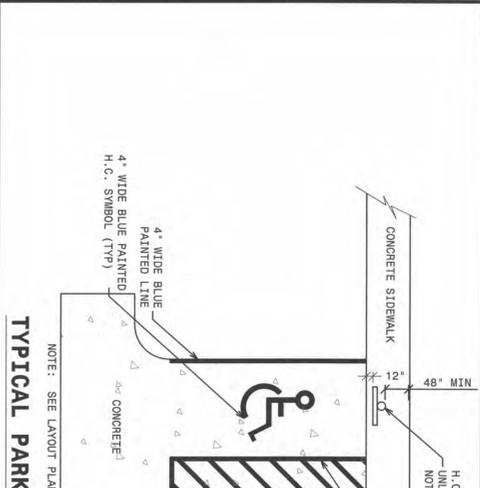
CONCRETE PAVEMENT DETAIL



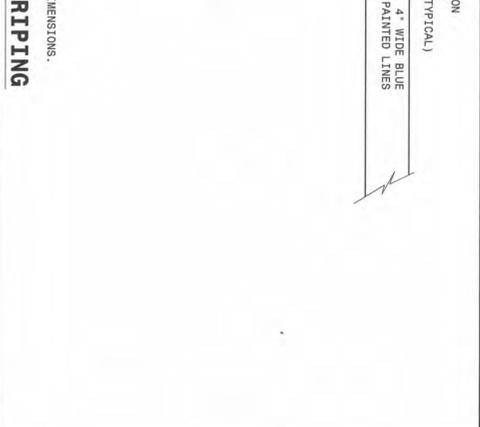
CONCRETE FLUME DETAIL



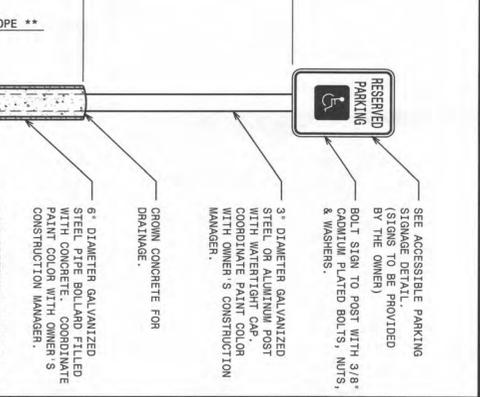
STOP SIGN MOUNTING DETAIL



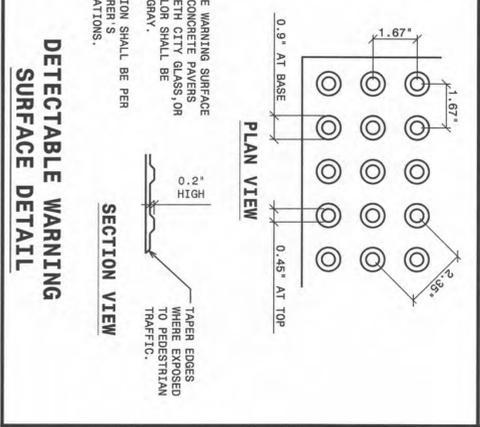
TYPICAL PARKING STRIPING



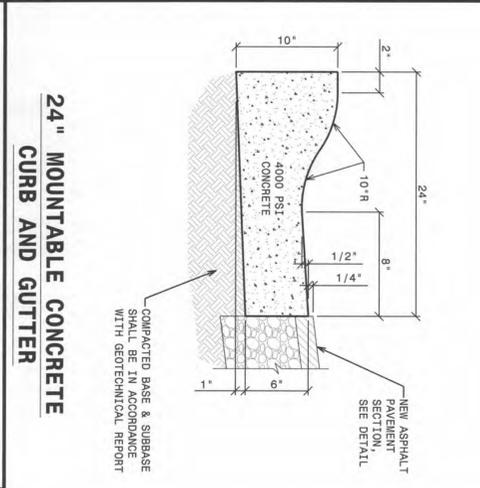
PAINTED SYMBOL OF ACCESSIBILITY DETAIL



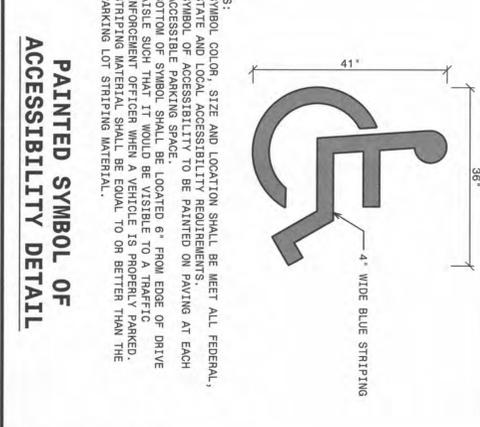
ACCESSIBLE PARKING BOLLARD AND MOUNTING DETAIL



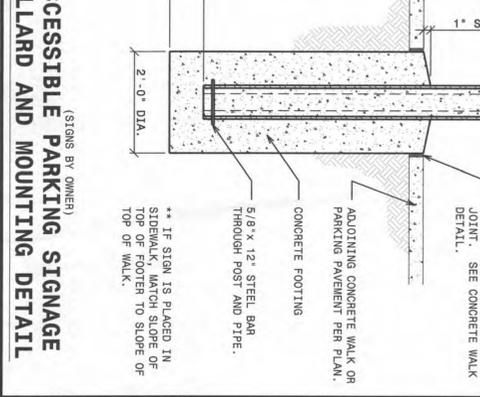
DETECTABLE WARNING SURFACE DETAIL



24\"/>



24\"/>



WALKING TRAIL SECTION



STOP SIGN MOUNTING DETAIL

- NOTES:
1. ALL MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH STATE DOT STANDARD SPECIFICATION (LATEST EDITION).

- NOTES:
1. SEE SIDEWALK DETAILS FOR CONTROL & EXPANSION JOINT DETAILS.
 2. PAVEMENT JOINTS SHALL BE IN ACCORDANCE WITH AASHTO STANDARDS.
 3. INTRUSION.

NOTE: SEE LAYOUT PLAN FOR SPACE DIMENSIONS.

- NOTES:
1. SYMBOL, COLOR, SIZE AND LOCATION SHALL BE MEET ALL FEDERAL, STATE AND LOCAL ACCESSIBILITY REQUIREMENTS.
 2. ACCESSIBLE PAVEMENT SHALL BE PAINTED ON PAVING AT EACH SIDE OF THE SYMBOL.
 3. BOTTOM OF SYMBOL SHALL BE LOCATED 6\"/>

- NOTES:
1. IF SIGN IS PLACED IN SIDEWALK, MATCH SLOPE OF SIDEWALK TO SLOPE OF TOP OF WALK.
 2. IF SIGN IS PLACED IN PAVEMENT, MATCH SLOPE OF PAVEMENT TO SLOPE OF TOP OF WALK.

- NOTES:
1. DETECTABLE WARNING SURFACE SHALL BE CONFORM TO ADA AND AASHTO STANDARDS.
 2. MATERIAL SHALL BE PER ELIZABETH CITY GLASS OR CHARCOAL GRAY.
 3. INSTALLATION SHALL BE PER RECOMMENDATIONS.

- NOTES:
1. SIGN POST SHALL BE BREAKAWAY TYPE SCOTT STANDARD #720-920-08 FOR ANY SIGN PLACED WITHIN PUBLIC RIGHT-OF-WAY.
 2. IF SIGN IS PLACED IN SIDEWALK, MATCH SLOPE OF TOP OF WALK.

<p>C220</p>	<p>DRAWING NUMBER</p>	<p>PINCKNEY PARK 461 FORT JOHNSON ROAD JAMES ISLAND, SC FOR TOWN OF JAMES ISLAND</p> <p>SITE IMPROVEMENT DETAILS</p>	<p>DESIGNED: [] DRAWN: [] CHECKED: [] DATE: SEPTEMBER 16, 2016 JOB NO. 416139701 SCALE: []</p>	<p>REVISIONS:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION			<p>HUSSEY GAY BELL Established 1958</p> <p>474 WANDO PARK BLVD, SUITE 201, MT. PLEASANT, SC 29464 / T:843.849.7500</p>	<p>Professional Engineer Seal No. 28134 Exp. 12/31/2018</p>	<p>Professional Engineer Seal No. 000194 Exp. 12/31/2018</p>
NO.	DESCRIPTION										