



REQUEST FOR PROPOSALS
NO. 2-2017

On-Call Stormwater Infrastructure Work
Town of James Island

PROJECT OVERVIEW

DATE:	June 27, 2017
SOLICITATION NUMBER:	RFP No. 2-2017
DESCRIPTION OF WORK:	Repair and rehabilitation of the Town of James Island's Stormwater Infrastructure on an on-call basis.
PRE-BID CONFERENCE:	No Pre-Bid Conference
DUE DATE FOR WRITTEN QUESTIONS:	Friday, July 14, 2017 at 5:00 p.m. email only: akellahan@jamesislandsc.us
BID OPENING/TIME:	Thursday, July 27, 2017 AT 3:00 p.m.
LOCATION:	<i>Town of James Island 1238-B Camp road James Island, SC 29412</i>

This solicitation does not commit the Town of James Island to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. The Town reserves the right to accept or reject any, all or any part of bids received as a result of this request, or to cancel in part or in its entirety this Invitation for Bids if it is in the best interest of the Town to do so. The Town will be the sole judge as to whether bids submitted meet all requirements contained in this solicitation.

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I. BACKGROUND/PROJECT OVERVIEW:

The Town of James Island is looking to enter into an agreement with one or more contractors to provide repair and rehabilitation in our Stormwater Infrastructure on an on-call basis. The Town of James Island has an intergovernmental agreement with Charleston County whereas they provide Stormwater Management Services for the Town. This contract would be to supplement work that Charleston County is already providing. Due to the amount of unknowns that arise with repairing an underground utility, the Town is being proactive in soliciting the repair methods for the majority of situations that may arise. This solicitation encompasses the typical repair needs of the Town of James Island Stormwater system, although the Town reserves the right to add additional methods for repair and rehabilitation of our stormwater system where deemed necessary as repair methods develop in the future. The contract would be for one (1) year and the Town may renew the contract for four (4) successive one (1) year terms.

II. **INSTRUCTIONS TO OFFERORS:**

1. *Solicitation Documents:*

Each Offeror should carefully examine the "solicitation" documents, including any Addenda. Should the Offeror identify any discrepancies or ambiguities, he shall at once notify the Town Administrator. No allowance will be made for oversight or misunderstandings by the Offeror, after Submittals are received.

2. *Preparation of Submittals:*

All Submittals shall be either typewritten or legibly handwritten in ink. Offerors shall have proven experience in various disciplines as may be required in performance of the required services.

Offeror's Submittals shall include a brief resume' of the firm, as well as resumes' containing qualifications for all management personnel that would be responsible for referenced repair and rehabilitation services. Offeror's Submittals shall address the Scope of Services being desired, as well as the Submittal requirements as specified herein in Section VII.

Neither voluminous nor elaborate Submittals are expected or required. However, Offerors shall provide concise statements regarding their capabilities and past work.

Signatures on Submittals must be by a principal, duly authorized to make Contracts, and must include Offeror's AntiTrust/NonCollusion Statement as provided and contained herein.

3. *Submission of Submittals:*

One (1) unbound original and one (1) bound copies of Offeror's Submittals are to be provided in a sealed envelope or wrapping, clearly marked with the solicitation title and project as designated elsewhere within this document. Offerors are responsible for the actual delivery of Submittals during normal business hours, 9:00 A.M. – 5:00 P.M., Monday through Friday. Submittals received after the scheduled opening date and time may be disqualified in accordance with the Town's Procurement Ordinance.

Submittals are to be mailed to:

Town of James Island
PO Box 12240
Charleston, SC 29422
Attn: Ashley Kellahan

Hand carried to:

Town of James Island
1238-B Camp Road
Charleston, SC 29412
Attn: Ashley Kellahan

II. INSTRUCTIONS TO OFFERORS CONTINUED:

4. Affirmative Action:

The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical disability; Offerors shall comply with Title VI of the Civil Rights Act of 1964.

5. Submittal Opening:

Submittals shall be publicly opened on the date and at the time specified. Only the names of the Offerors shall be disclosed at the opening. Contents of the competing offers shall not be disclosed at the opening. **Only the Submittal of the successful Offeror(s) shall be available for public inspection after the award of a Contract, and upon written request, during normal business hours, 9:00 A.M. – 5:00 P.M., Monday through Friday.** Propriety or confidential information and marked as such in any Submittal shall not be disclosed without prior written consent of the Offeror.

6. Information:

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation schedule, attachments, specifications, etc. must be requested in writing and in sufficient time that a Town response may reach all Offerors in sufficient time to be considered and/or included in their offer. Response to any such requests will be by Addenda. The Town will determine if time is sufficient for the release of any Addenda. All written requests should be directed to the attention of Ashley Kellahan, email preferred: akellahan@jamesislandsc.us

Oral explanation of instruction given before the award of the Contract will not be binding, with the exception of oral instructions as may be given during any Pre-Proposal Conference, if applicable. Any information given to a prospective Offeror concerning the solicitation will be furnished to all prospective Offerors as an amendment to the solicitation, if such information is necessary to Offerors in submitting offers on the Proposal schedule, if the lack of such information would be prejudicial to uninformed Offerors.

II. **INSTRUCTIONS TO OFFERORS CONTINUED:**

7. Award Criteria:

Award consideration shall include not only cost, but the Offeror's professional qualifications, methodology of Scope of Services, management capabilities, availability of qualified personnel and past experience of the referenced type repair and rehabilitation projects.

Any award considered as a result of this solicitation are conditional, not only on the above qualifications, but the ability to negotiate an agreeable cost for these services, which will be considered fair and reasonable by all parties.

8. Insurance:

The successful Offeror shall provide Certificates of Insurance to the Town in accordance with the General Terms and Conditions of the Contract documents.

III. GENERAL CONDITIONS:

1. Addenda:

Changes or corrections may be made in the "solicitation" documents after they have been issued and before the Proposal due date. In such cases, written Addenda describing the changes or corrections will be issued by the Town to all Offerors. Such Addenda shall take precedence over the original portion of the solicitation documents concerned. The Town will not be held responsible for any oral instructions, with the exception of oral instructions as may be given during the Pre-Proposal Conference.

2. South Carolina Law Clause:

Upon award of a Contract under this solicitation 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 Offeror from business in this State, by submission of this signed Submittal, the Offeror 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.

3. Award Selection:

Award selection shall be made to the most responsive and responsible Offeror whose Submittal is determined to be the most qualified and advantageous to the Town, taking into consideration the evaluation factors set forth herein. In all cases the Town reserves the right to: 1) waive any informalities or irregularities in the Submittals; 2) reject any or all Submittals; 3) to select or refrain from selecting the Submittal of any Offeror; 4) negotiate with any or all qualified Offerors; 5) and to select the Submittal that is in the best interest of the Town. The Town's decision shall be final.

4. Contract Award:

In accordance with this solicitation, any Contract awarded between the Town and the selected Offeror shall be in accordance with the Award Selection and Criteria as contained herein, at a price determined fair and reasonable and acceptable between both parties.

Prior to the award or the commencement of any negotiations, if applicable, with any Offeror, a statement may be required that "the Offeror has reviewed his Submittal, the workload of the organization, verified that key project personnel are still in place, and any other conditions which might change or effect the successful and timely completion of the work."

Negotiations, when applicable, will be conducted beginning with the Offeror whom has been determined and selected as the most qualified by the Town. Should the Town be unable to successfully negotiate a Contract, which would be considered acceptable to the Town, with the first choice Offeror, said negotiations shall be terminated and the Town may conduct like negotiations with the next acceptable Offeror. Likewise, should the negotiations with the second choice Offeror fail to result in an acceptable agreement, these negotiations may be terminated

III. GENERAL CONDITIONS CONTINUED:**4. Contract Award continued:**

and new negotiations conducted with the third and subsequent Offerors. Negotiations with the second and subsequent Offerors shall be conducted in the same manner using the same criteria as with the first Offeror.

5. Default:

In case of default on any Contract, the Town reserves the right to purchase any or all services in default on open market, charging the Contractor with any excessive costs. Should such charges be assessed, no subsequent offers of the defaulting Contractor will be considered until the assessed charge has been satisfied.

6. Invoices:

All invoices must be submitted to:

TOWN OF JAMES ISLAND
PO BOX 12240
CHARLESTON, SC 29422
ATTN: ASHLEY KELLAHAN

The Town reserves the right to withhold payment or make such deductions as may be necessary to protect the Town from loss or damage because of defective work, claims, damages, or to pay for repair or correction of materials furnished hereunder.

7. Prohibition of Gratuities:

Amended Section 8-13-420 of the 1976 Code of Laws of South Carolina stated: "It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor or any person associated therewith as an inducement for the award of a Sub-Contract order." All awards made shall conform to applicable South Carolina statutes.

8. Termination:

Any Contract entered into between parties may be terminated by either party by seven (7) days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party. The Contractor shall be paid for all services performed to the date of termination, including reimbursable expenses then due.

III. **GENERAL CONDITIONS CONTINUED:**10. *Abandoned or Suspended Work:*

If any Work performed by the Contractor is abandoned or suspended in whole or in part by the Town, other than for default by the Contractor, the Contractor shall be paid for all services performed, as well as reimbursable expenses prior to receipt of a written notice from the Town of such abandonment or suspension, in an amount equal to work performed as of the date of abandonment or suspension.

11. *Termination by the Town without Cause:*

This Agreement may be terminated by the Town without cause upon seven (7) days written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all services performed prior to termination, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit to the Town its invoice for final payment and reimbursement.

12. *Termination for Cause:*

Subject to the provisions below, any Contract resulting from this solicitation may be terminated by the Town providing a seven (7) day advance notice in writing is given to the Contractor.

- a) **Non-Appropriations:** In the event sufficient appropriations are not made to pay the charges under the Contract, it shall terminate without obligation to the Town.
- b) **Convenience:** In the event that this Contract is terminated or canceled upon request and for the convenience of the Town without the required seven (7) day advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.
- c) **Cause:** Termination by the Town 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 seven (7) day advance written notice requirement is waived and the default provision listed herein shall apply
- d) **Default:** In the case of default of the Contractor, the Town may terminate the Contract and take possession of all documents, materials, and equipment, tools owned by the Contractor, and may finish the Work by whatever method the Town may deem expedient. If the unpaid balance of the Contract sum exceeds cost of finishing the Work, including compensation for the Contractor's services and expenses made necessary thereby, such excess may be paid to the Contractor, but; if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Town.

III. **GENERAL CONDITIONS CONTINUED:**12. **Termination for Cause Continued:**

The Town reserves the right to withhold payments on account and recover costs for, 1) defective work not remedied, 2) claims filed by third parties, 3) failure of the Contractor to make payments properly to Sub-Contractors or for labor, materials or equipment, 4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract sum, 5) damage to the Town or another Contractor, 6) reasonable evidence that the Work will not be completed within the Contract time and that the unpaid balance would not be adequate to cover actual or liquidated damages, if any, for the anticipated delay, or 7) persistent failure to carry out the Work in accordance with the Contract Documents

Should such charge(s) be assessed, no subsequent offers of the defaulting Contractor will be considered until the assessed charge(s) have been satisfied.

13. **Prime Contractor:**

The Contractor (Prime Contractor) will be required to assume sole responsibility for the complete effort as required by this solicitation. The Town will consider the Contractor to be the sole point of contact with regard to contractual matters, and will be responsible for the quality and timeliness of the work of any Subcontractors hired by the Prime Contractor.

14. **Change Orders:**

Any request for Contract changes, deviations, etc., by the Contractor, which shall have a cost effect to the Contract shall be priced and submitted to the Town via the Town's Project Representative for acceptance consideration. All changes having a cost effect requires prior approval by the Town Administrator for the Town. The Project Representative for the Town shall be named by the Town Administrator and shall have the authority to make changes, accept deviations, etc., within the requirements and specifications of the Scope of Services, which if authorized, have no cost impact.

IV. SCOPE OF SERVICES:*Scope of Work:*

1. Contractor shall be responsible for any and all work as specified in the Contract.
2. Contractor shall immediately clean up any debris as a result of work as a result of this Contract.
3. Contractor shall furnish to the Town a current list of names and phone numbers of the Contractor's supervisors who are designated to respond to emergency or corrective situations outside of normal business hours.
4. If the Contractor encounters refuse that is suspected to be hazardous to health and safety, to be illegal or contraband material or otherwise suspicious, the appropriate entity shall be notified immediately until removal is authorized by the appropriate jurisdictional authority.
5. Contractor is responsible for the cost to repair any damages to property incurred during performance of the work. A joint inspection of the facilities will be conducted by the Town and the Contractor prior to the commencement of contracted work.
6. Contractor shall comply with all Federal, State, County and Town regulations and ordinances and shall obtain the required licenses, permits and inspections.
7. Contractor shall satisfactorily address the problems and needs presented by the project.
8. Contractor shall have qualified and experienced staff to satisfactorily perform services.
9. Contractor shall have the necessary personnel, facilities and equipment to perform within the required time.
10. Town's reserves the right to continually inspect and approve the vehicles and equipment used by the Contractor in performance of this work.
11. Successful Offeror shall agree to the Town's General Terms and Conditions within this solicitation.
12. Each Offeror shall submit in writing an executive summary of the proposal and an outline of the technical approach to the Work, demonstrating the basic understanding of the project tasks and a detailed description of the work task, all as understood at this time. Each Offeror shall identify techniques and methodologies best suited to perform work to successful completion, in a reliable, cost effective and environmentally sound approach.
13. Offerors should include in their proposal information regarding procedures for response on any given project and plans for coordination with the Town. The Town requires the awarded contractor(s) to respond with intent for a proposed project within 72 hours of initial contact.

IV. **SCOPE OF SERVICES CONTINUED:**

14. The successful Bidder shall be responsible and exercise necessary SAFETY IMPLEMENTATION at all times for the duration of each project. This includes, but is not limited to, safety barriers, flagmen, etc., necessary during working and non-working hours or days. The successful Bidder is required to follow the traffic control specifications for street and highway construction and maintenance operations as set forth in Division 600, Traffic Control, of the South Carolina Department of Transportation (SCDOT) Standard Specifications for Highway Construction, Edition of 2000, Federal Highway Administration (FHWA) Manual of Uniform Traffic Control Devices, latest Edition, and latest Occupational Safety and Health Administration (OSHA) construction regulations.

Offerors must submit the Proposal Form to provide pricing for this solicitation. In order to be considered responsive, offerors must complete Section A- Standard Procedures. The Town considers items in Section A necessary for the majority of stormwater infrastructure repairs. Contractors may then bid on any of the rehabilitation or repair methods located in Sections B through Section I. Contractors may bid on one, multiple, or all repair Sections. All line items in a given section must be completed in order for that section to be considered. Multiple contractors may be selected for each repair/rehabilitation method in Sections B through I and will be ranked. When work is required, the first contractor for that method will be selected, and if they are not able to perform the work within the required work schedule determined by the Town, the second will be selected, and so on. Since we have prices for all basic work from all contractors in the required sections, there are efficiencies in having only one contractor work a project at any given time.

<u>STANDARD PROCEDURES:</u>

Section A- REQUIRED *On the Proposal Form include a price for each of the required work types in order to be eligible for consideration of the repair and rehabilitation method Sections B through Sections I.*

A-1 Closed Circuit Television (CCTV) - Provide a clean shot of the invert of the pipe for the entire length, or the maximum length reasonable (due to plugging, etc.). Stop at each joint and inspect the entire joint.

CCTV collection software shall be capable of locating any observation to within ± 1 (one) foot accuracy. Locations shall be from the center of the starting manhole. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow for a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of Town staff and if unsatisfactory, the contractor may attempt to re-televiser the segment or replace the equipment. Unsatisfactory inspections will be rejected by Town staff. All CCTV equipment must have the capabilities to televise inspections in color & in full detail. No pipe cleaning shall be conducted simultaneous with TV inspection. If the camera lens becomes covered with water, deposits, etc. resulting in poor picture quality then the inspection shall be suspended and the camera shall be removed and cleaned. The inspection can then be resumed at the last clear camera location.

IV. SCOPE OF SERVICES CONTINUED:

The operator shall bring the camera to a complete stop at all suspected defects, noted observations, and service connections; panning and tilting the camera to closely observe the observation in question. The entire extent of a defect shall be observed. During CCTV inspection, lighting intensity shall be adjusted to minimize glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered.

All line segments to be surveyed shall be clean or be cleaned to the point that the entire pipe is visible unless specified otherwise. Very light deposits may, in the opinion of Town staff, be acceptable. However, any deposits that obscure a pipe joint, obscure a potential defect or result in any "holding of flow" shall not be acceptable. Inspections of any pipe sections that are, in the opinion of Town staff, not properly cleaned shall be re-cleaned and re-televised at no additional cost to the Town.

All post construction CCTV surveys are to be conducted after, and only after, all major construction has been completed and the line segment has passed all required post construction testing. Any line segment televised prior to the full completion or testing of any newly constructed or rehabilitated storm drain will be rejected.

Each CCTV survey is to be of one line segment only in accordance with PACP guidelines. A single stormwater pipe line segment is defined as a main or lateral assembly that is constrained by an upstream manhole, junction box, special chamber, or outfall and by another downstream manhole, junction box, special chamber, or outfall. Any CCTV survey that contains multiple line segments within a single PACP inspection or video file will be rejected.

Each CCTV survey shall televise the utility completely and shall inspect the upstream and downstream manholes or access points and document all notable observations found in them. If, and only if, during a normal flow CCTV survey the televising camera cannot pass through the entire pipe section due to a defect, anomaly, or obstruction in the pipe, the contractor shall set up the equipment so that the inspection can be performed from the opposite manhole or access point. If the camera fails to pass through the entire pipe section, this section must be jet washed having all the debris vacuumed out of the system and the entire length re-televised per this specification. Should the Contractor's internal inspection equipment become immobilized within a storm drain, said equipment shall be removed from the line. If excavation is required to retrieve the Contractor's equipment, the excavation shall be accomplished by the Contractor at his expense. Following removal of the equipment, the Contractor shall restore the storm system and the site.

Deliverables for surveys purchased and ordered by the Town shall include both printed logs and video. Printed logs shall include all header information, every observation, the location of every observation and any remarks. The video shall include a continuous footage counter and shall call out all defect codes, the location of the defect and an explanation of any unusual condition.

- Offeror shall provide a Cost per linear foot of CCTV

A-2 Clean- The Contractor shall clean storm drains prior to internal inspection, utilizing cleaning equipment approved for use by the Engineer. The Contractor shall ensure that the unit price bid for the cleaning item is sufficient payment for removing all shapes, sizes and quantities of debris.

IV. SCOPE OF SERVICES CONTINUED:

Cleaning equipment may consist of hydraulic high pressure jet machines or heavy duty power rodding machines capable of cleaning distances covered under the contract. The equipment utilized shall be capable of removing all sand, dirt, rocks and other debris, including roots (where ordered by the Engineer), from the drain line to allow adequate internal inspection (in the opinion of the Engineer) of all internal surfaces. The equipment used shall suit the conditions and size of the sewer to be cleaned.

Remove and collect silt debris and material of any kind and prevent material from being discharged into the drainage system. All precautions shall be taken by the Contractor to protect the storm system from damage that might result from the use of unsuitable equipment or improper use of approved cleaning equipment. Some heavily corroded corrugated metal pipes are extremely delicate. Any damage during the cleaning operations as a result of the Contractor's operations shall be promptly repaired to an acceptable condition (as determined by the Engineer) by and at the expense of the Contractor. If the Contractor's cleaning equipment becomes immobilized within a storm drain, exits the line through broken pipe or portions break off within a storm drain, said equipment shall be retrieved at the Contractor's expense. The Contractor shall act immediately to remedy problems created by the cleaning procedure which represent a hazard to the general public, such as the collapse of the ground surface above a storm drain. If equipment retrieval necessitates excavation, the Contractor shall be responsible for accomplishing the work at his own expense. Following removal of the equipment, the Contractor shall restore the line and the site at his own expense to the satisfaction of the Engineer. The Town will provide water and a water meter for contractor use.

- Offeror shall provide a Cost for <25%, per linear foot for each pipe size (average material through length of the pipe)
- Offeror shall provide a Cost for 25%-50%, per linear foot for each pipe size (average material through length of the pipe)
- Offeror shall provide a Cost for >50% per linear foot for each pipe size (average material through length of the pipe)

A-3 External Point Repair- Repair a damaged segment of existing pipe, uncover pipe and repair it with a soil-tight repair method. The term "point repair" shall refer to construction required to correct a severe problem at a specified location in a pipe line which is best repaired by excavation. All repairs must be wrapped in filter fabric. Point repairs will be a repair from 3 to 8 linear feet performed at a single location. Carefully protect from damage at all times all existing sewers, water lines, gas lines, sidewalks, curbs, gutters, pavements, electric lines, or other utilities or structures in the vicinity of the work.

- Offeror shall provide a Cost per Each up to 6 feet deep,
- Offeror shall provide a Cost per additional foot of depth to the pipe.

A-4 Pumping-By either sandbag, plugs, cofferdam, or other method as required by site conditions.

- Offeror shall provide a Cost per day of pumping

IV. **SCOPE OF SERVICES CONTINUED:**

A-5 Dewatering- Control the ground water levels by well-points or other methods.

- Offeror shall provide a Cost per day of pumping per linear foot
- Offeror shall provide a Cost per week of pumping per linear foot

A-6 Lane/shoulder closures- Adequate provisions shall be made for the protection of traffic at all times. Necessary traffic control, detours, lights, signs, barricades, warning signs, and flagmen shall be provided in accordance with the Manual for Uniform Traffic Control Devices (MUTCD), SCDOT Standard Drawings for Road Construction, and all relevant Town requirements. Contractors are responsible for leaving work areas safe to motorists and pedestrians during non-working hours.

- Offeror shall provide a Cost per each day

A-7 Concrete driveway/sidewalk/curbing or flowable fill- Replace driveways, sidewalks, or curbing. Cost per cubic yard. Flowable fill to stabilize or secure an excavation.

- Offeror shall provide a Cost per cubic yard.

A-8 Restoration- Perform finish grading and sod any disturbed areas to match conditions prior to any rehabilitation or repair work completed. Restoration must occur prior to project completion. Any irrigation repairs will be separate from this item. If irrigation does not exist, contractor shall water daily for 14 consecutive days where sod is installed. For asphalt restoration, mill an area 5 feet on either side of the work area and repave with 2 inches of asphalt. Replace road striping if present.

- Offeror shall provide a Cost per square yard of sod restoration
- Offeror shall provide a Cost per square yard of hydro seeding
- Offeror shall provide a Cost per square yard of asphalt patching

A-9 Mobilization- Offeror shall provide a Cost for Mobilization

A-10 Bonding- Offeror shall provide a Percentage of total project cost to be bonded.

IV. SCOPE OF SERVICES CONTINUED:

REPAIR and REHABILITATION METHODS:

SECTION B - CIPP

Cured-In-Place Pipe (CIPP)- The Installation of a resin impregnated flexible tube, which is tightly formed to the original conduit. The resin is either cured using hot water under hydrostatic pressure, steam pressure, or UV light within the tube in accordance with the manufacturer's recommended cure schedule. A cool down process shall be conducted that complies with the resin manufacturer's specification. In general, any taps made into a storm drain should be reported to Town staff. In some cases, these tap connections should be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV. Only Town-approved laterals and taps shall be reinstated. The Town will provide water and a water meter for contractor use.

For any CIPP product used, must provide a minimum of 5 projects completed over the previous 5 years which document longevity and viability of the product. Product must provide third party test results supporting the structural performance (short-term and long-term) of the product, and such data must be satisfactory to the Town. There shall be no connection out of service during rain without pumping capabilities in place of operation.

Tube - The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D 5813, Sections 5 and 6. The Tube must be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. Seams in the Tube shall be stronger than the non-seamed felt material. The wet out Tube must have a relatively uniform thickness

Resin - The resin system shall be a corrosion resistant polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

- Offeror shall provide a Cost for 12", 15", 18", 24", 30", 36", 48" per linear foot, and per extra mm of thickness (for each) Use closest equivalent round size for elliptical and arch pipes.

IV. SCOPE OF SERVICES CONTINUED:

SECTION C - CCCP

Centrifugally Cast Concrete Pipe (CCCP)- Apply a spray on concrete liner in order to waterproof, seal, and structurally reinforce the existing pipe. In a CMP or in an RCP with rebar exposed, prior to spin casting apply an anticorrosive coating. The pipe lining mortar must be mixed per manufacturer's specifications. Liner thickness shall be applied to the thickness specified by applicator's engineer but no less than a minimum of 0.5". If additional thickness is specified, continue pumping and retrieval until the specified thickness is reached. Do not apply mortar when temperatures are outside manufacturer's specifications. Two test cubes of the material shall be taken randomly as directed by Town Staff and should be tested at contractor's expense to verify strength and density. Thickness shall be verified by Town Staff at random. Any areas found to be thinner than the minimum shall immediately receive additional material. A visual inspection should verify a leak-free, uniform appearance. For any CCCP product used, must provide a minimum of 5 projects completed over the previous 5 years which document longevity and viability of the product. The Town will provide water and a water meter for contractor use.

- Offeror shall provide a Cost for 12", 15", 18", 24", 30", 36", 48", 54" per linear foot at 0.5" thickness. Use closest equivalent round size for elliptical and arch pipes.
- Offeror shall provide a Cost per extra .1" of thickness (for each size)
- For box culverts, Offeror shall provide a Cost per square foot of the interior of the culvert

SECTION D – CONTINUOUS SLIP LINE PIPE

Continuous Slip Line- Rehabilitate the existing storm pipes using a solid High Density Polyethylene pipe liner which will correct the following deficiencies:

- 1) Cracked/broken/collapsed pipe caused by poor construction, unstable soil, earth movement, infiltration, root damage, destructive loading, cleaning tool damage, etc.
- (2) Corrosion of pipe caused by acid attack above flow level.
- (3) Erosion of pipe caused by abrasion below the flow level.
- (4) Degradation/deformation of pipe caused by loss of masonry.
- (5) Infiltration of groundwater and soil through leaking pipe joints and structural defects.
- (6) Exfiltration through leaking pipe joints and structural defects.
- (7) Inflow of surface water and infiltration of groundwater through abandoned or illegal connections.
- (8) Root re-growth after removal.

The preferred method of installation is for the liner to be pulled-in-place, and the manufacturer's specification for proper installation should be used. When excavations for slip-lining are made between manholes, the Contractor will establish the excavation points on the basis of location of the lines, pulling distances, and traffic conditions. The locations of the excavation points should minimize traffic disruption. The number of excavations can be reduced by planning to insert the liner in both directions from a single insertion pit. If there is an annulus between the existing pipe and the liner, infiltration must be prevented from entering the pipe by all of the following means, where applicable:

- A. Annulus grouting
- B. Sealing liner at manholes

IV. SCOPE OF SERVICES CONTINUED:

C. Attaching taps or lateral connections to the liner. Only Town-approved laterals and taps shall be reinstated.

D. Chemical grouting at service connection

Methods or products which have an annular space between the two (2) pipes require annulus grouting to develop the required strength and to prevent groundwater from entering the space and preventing future sinkhole development. Precautions should be taken to prevent collapsing the line with grouting pressure. Various grouts can be placed using low pressure and the newly installed pipe line can be hydrostatically pressurized during grouting. Grout must be prevented from flowing into service connections. The Town will provide water and a water meter for contractor use.

- Offeror shall provide a Cost for 12", 15", 18", 24", 30", 36", 48", 54" per linear foot of the original pipe size, not liner size. Includes grouting the annular space.
- Offeror shall provide a Price per linear foot of excavation, up to 6' depth.
- Offeror shall provide a Price per linear foot of excavation over 6' of depth.

SECTION E – OPEN CUT

Pipe Open Cut Replacement- Dig and replace with RCP pipe. All joints must be wrapped in filter fabric.

- Offeror shall provide a Cost for Round sizes- 12", 15", 18", 24", 30", 36", 48", 54"
- Offeror shall provide a Cost for Elliptical sizes- 14" x 23" (18" equivalent), 19" x 30" (24" equivalent), 22" x 34" (27" equivalent), 27" x 42" (33" equivalent), 29" x 45" (36" equivalent)
- Offeror shall provide a Cost for Arch sizes- 11" x 18" (15" equivalent), 13.5" x 22" (18" equivalent), 18" x 28.5" (24" equivalent), 22.5" x 36.25" (30" equivalent)
- Offeror shall provide a Cost for each size:
 - Offeror shall provide a Cost per linear foot under 30' segment of replacement under 6' deep
 - Offeror shall provide a Cost per linear foot 30' or more of replacement under 6' deep
 - Offeror shall provide a Cost per additional foot of depth after 6'.

SECTION F – INJECTION, RESIN, & PLATING

Grout Injection- Repair and rehabilitate various sizes of in-situ corrugated metal, high density polyethylene (HDPE), and reinforced concrete pipe. This item shall consist of sealing pipe joints and penetrations, and pipe back-grouting using moisture-activated hydrophilic and/or hydrophobic polyurethane resins in accordance with these specifications. The use of high density two-component polyurethane foams and/or resins will NOT be permitted for use in manhole, joint sealing, back grouting or soil stabilization applications on this project. This work shall include sealing pipe joints, drilling injection holes through pipe walls and back-grouting pipes and structures as specified herein. The project also includes fastening culvert grade aluminum plates using stainless steel fasteners throughout the corroded invert of existing metal pipes. An approved moisture activated hydrophobic polyurethane injection resin will then be pumped beneath the aluminum plates to fill voids and stabilize the bottom of the pipe in this area. The material is to be installed per the approved manufacturer's instructions.

Pneumatic drill/driver or an electric drill which shall be capable of drilling holes up to 1" in diameter or driving 1/2"

IV. SCOPE OF SERVICES CONTINUED:

diameter steel probes. Portable pumping unit capable of injecting the polyurethane formulation behind pipe or into subsurface soils through steel probes. This pumping unit will be capable of controlling the delivery of polyurethane and have a maximum output capable of injecting material up to 3300 psi and a minimum of 2/gpm behind the structure or into the subsurface soils as required.

All joints shall be saturated with water prior to insertion of joint material. For back grouting structures, a series of 3/8" holes shall be drilled through the structure wall at each joint to be treated, in a circumferential spacing approved by the Engineer. Ports shall be placed in drilled holes to facilitate back grouting. For probe-grouting, 1/2" diameter steel pipes shall be driven in a grid pattern or at a spacing and a depth as approved by the Engineer.

Joint and penetration sealing shall be performed by inserting jute oakum that has been saturated in the hydrophilic polyurethane resin and activated with water into the pipe joint and allowed to cure, sealing the joint completely. Clean area in joint, removing soil, grease or chemical contaminants with water and scrub brush. Spray joint with water prior to inserting containment dam. Cut the oakum into appropriate lengths and saturate with hydrophilic polyurethane resin. Force oakum into joint and drive in as deep as possible with screwdriver or pry bar. Allow to cure. The Contractor shall perform the joint sealing in accordance with OSHA confined space entry using properly calibrated air quality meters, rubber gloves, and harnesses as required.

Back-grouting structure/pipe shall be performed by pumping the moisture-activated hydrophobic polyurethane resin in through the grout ports, filling voids as material flows out adjacent ports. Material shall be properly mixed with the catalyst to react based on the site conditions and approval of the Engineer. Drill 3/8" injection port holes at approximately 18" cc around the periphery of each joint. Clean holes by injecting water through a wand that will reach the back of the hole. Insert injection ports, flush water into the port holes, leaving the fittings off. Mix the appropriate ratio of catalyst to hydrophobic polyurethane resin as the conditions require, following the recommended rates per the manufacturer. Apply first fitting to port in the bottom and pump resin at a pressure of 250 psi minimum or per manufacturer's instructions. When material begins to flow out of next port up, apply fitting and begin pumping in through that port, working around the entire perimeter of the joint. Both the Contractor and the Engineer shall agree on the number of gallons pumped utilizing a daily grout log which will be submitted weekly. Aluminum plates will be placed in the invert using stainless steel, self-tapping screws or fasteners. Fasteners shall be secured as follows into competent steel:

Circumferentially at overlaps: 6-inch spacing

Longitudinally: 18-inch spacing

Circumferentially: 24-inch spacing

The plates will be shingled such that the leading edges will not be exposed to hydraulic traffic and underneath the trailing edge of the adjacent upstream plate. The plates covering areas where bedding has been eroded will be equipped with Zerk-type fittings to facilitate pumping of hydrophobic polyurethane injection resin. The spacing of these fasteners shall be no more than 18" centers in each direction. A moisture activated hydrophobic polyurethane injection resin meeting all requirements shall be pumped underneath plates using Zerk-type fittings to fill voids underneath pipe invert.

IV. **SCOPE OF SERVICES CONTINUED:**

Flexible Polyurethane Resin for Pipe Joint Sealing

The medium used for pipe joint sealing shall be a moisture-activated, hydrophilic polyurethane injection resin that carries an ANSI/NSF 61 Certification approving it for use in potable water applications and meets the following physical properties:

Tensile Strength, ASTM D-3574 -- 450 psi

Shrinkage, ASTM D-1042/ D-756 — less than 2%

Tensile Elongation, ASTM D-3574 — 350%

Tear Resistance, ASTM D-3574 — 21 lbs/inch

Viscosity @ 73F - liquid — 250-350 centipoise

Solids Content @ 73F - liquid — 88%

The joint filler material that is saturated with the polyurethane material specified above, and placed in the joint, shall be oil-free jute oakum. Sufficient material to perform the entire pipe sealing operation shall be in proper storage at the site prior to any field preparation so that there shall be no delay in procuring the material for each day's application.

Polyurethane Resin for Pipe and Structure Back-Grouting

The medium used for pipe and structure back-grouting shall be a moisture-activated, hydrophobic polyurethane injection resin that carries an ANSI/NSF 61 Certification approving it for use in potable water applications. This material shall utilize a catalyst to activate timed expansion as required by the site conditions. The material shall meet the following physical properties:

Tensile Strength, ASTM D-3574 -- 41 psi

Shrinkage, ASTM D-1042/ D-756 — None

Tensile Elongation, ASTM D-3574 — 3.4%

Compressive Strength, ASTM C-39 (fine sand) — 970 psi

Viscosity @ 73F - liquid – 110-130 centipoise

Solids Content @ 73F - liquid — 100%

Sufficient material to perform the entire back-grouting, probe-grouting, or soil stabilization operation shall be in proper storage at the site prior to any field preparation, so that there shall be no delay in procuring the material for each day's application.

Aluminum Plating

Minimum 16-gage aluminum alloy plates shall conform to the applicable requirements of AASHTO M 197 or ASTM B209 for alclad alloy 3004-H34 or H32. All sheets shall be new and unused and a minimum of 16-gage nominal thickness, unless otherwise specified. Heavier gage plates may be used in larger structures > 48" diameter.

- Offeror shall provide a Cost per gallon of grout used (must keep a daily grout log, submitted at the end of each week)
- Offeror shall provide a Cost per linear foot of joint sealed with oakum
- Offeror shall provide a Cost per square foot of aluminum plating

IV. SCOPE OF SERVICES CONTINUED:

SECTION G – SHOTCRETE

Shotcrete Invert Rebuilding- Structurally rehabilitate the full length of the pipe. Install a minimum 2” x 2” #12 galvanized welded wire mesh and apply 4000 PSI shotcrete to fill all voids and form a new minimum 4 inch thick monolithic lining. In a CMP, include an anticorrosive coating prior to the repair. In an RCP repair, include sealing the entire circumference of the pipe at each joint. All work shall conform to current ACI Shotcrete construction standards. Any damage to adjacent pipes, boxes, or other infrastructure or property must be repaired and restored at the contractor’s expense.

- Offeror shall provide a Cost per cubic yard of shotcrete placed.

SECTION H – UNDERDRAIN & BOX REPAIR

H-1 Underdrain repair/replacement.

- Offeror shall provide a Cost per linear foot

H-2 Box Repair- Clean and fill all voids in any existing rings, joints in the structure, and all pipe connections with non-shrink grout. Restore inverts and benches with non-shrink grout.

- Offeror shall provide a Cost per square foot (interior) of the box

H-3 Box Replacement- Precast concrete catch basins will be used at all times, unless monolithic concrete construction or solid block concrete construction has been authorized by the Engineer. Catch basins constructed with hollow block are not allowed and no exceptions will be allowed. Replacement of a box includes reconnecting all pipes including underdrains if present. See attached.

- Offeror shall provide a Cost for 3’ x 3’, 4’ x 4’, and 5’ x 5’; less than 6’ deep
- Custom box sizes will be cost plus 10%
- Offeror shall provide a Cost per linear foot of inlet throat poured
- Offeror shall provide a Cost per additional foot of depth after 6’

SECTION I – STREET DITCH GRADING

Street Ditch Grading – Reestablish existing ditch and stabilize.

1. Clear the existing easement in order to reestablish the drainage channel to its intended profile. Re-grading will consist of the removal of necessary material from the profile of the ditch line in order to match the invert elevations of any adjacent culverts.
2. The re-graded ditches will possess a cross-section side slope of 3:1 to 2:1 in order to transition to existing grades within the respective R/W (front yards of homes). See attached roadway ditch section detail for specifications.
3. Contractor will confirm adequate grades within newly re-graded ditch profile and to immediately sod graded areas per the Restoration portion of this contract. Water the sodded areas daily for 14 consecutive days.
4. Contractor to haul-off any spoil material in excess of this use. The Bidder may coordinate with the Town to dispose of hydro-excavated material.
5. Successful Offeror shall locate utilities as appropriate and shall notify Town staff of potential conflicts.

IV. **SCOPE OF SERVICES CONTINUED:**

6. Successful Offeror shall protect adjacent structures from debris or waste generated by the work activity. Successful Offeror shall use appropriate BMP(s) to minimize sediment from entering the drainage system to the maximum extent practical. Any sediment that accumulates downstream during rain event will be cleaned the next day. (i.e. – Sediment tubes in flow line, etc.) It is recommended to restore and stabilize one section or block before restoring an additional section.

7. Successful Offeror shall notify Town staff should these activities necessitate the pruning or removal of protected trees (i.e. – live oaks, etc.) or specimen shrubbery. Any work on trees will need to be inspected and approved by Town staff prior to performing work. If approved, protected trees 24” DBH or greater (or their associated root system) needing to be pruned or removed must be directed by a certified arborist, which shall be the responsibility of the Bidder.

8. Note that root pruning in channel by hydro-excavating will be conducted as necessary to achieve grade.

- a. Roots under 3” will be cut flush with bank bottom
- b. Roots between 3” - 4” in diameter will be cut flush with bank bottom and sealed
- c. Roots 4” or greater will remain at the expense of the grading/ditch bottom profile.

9. All work shall be contained within the drainage easements and R/W(s), unless permissions are obtained.

10. Town will notify adjacent property owners two weeks in advance of construction activities specifying scope of work and projected time period of activities. Re-grading activities are not to compromise any side-yard swales from entering into the roadside ditch.

- Offeror shall provide a Cost per linear foot for ditches on street Right of Ways.

SECTION J -- Any Other Repair method applicable to Stormwater Infrastructure Repair and Rehabilitation:

Please list separately any other trenchless, no-dig repair or rehabilitation method which could be used for the Town’s stormwater infrastructure not otherwise listed in this solicitation, and a cost per unit of this method. Offeror shall provide product documentation and/or installation method and technique for use of any repair method for the Town consideration. The Offeror’s proposal shall demonstrate their qualifications and experience and references for this type of repair method.

- Offeror shall provide a Cost per unit for the applicable repair method.

TOWN OF JAMES ISLAND
ON-CALL STORMWATER INFRASTRUCTURE WORK

V. PROPOSAL FORM

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PROPOSAL OF:

_____ (Offeror)

PROPOSAL TO: Town of James Island

PROJECT NAME: On-Call Stormwater Infrastructure Work

RFP NUMBER: RFP # 2-2017

PROPOSAL OPENING DATE & TIME: July 27th at 3:00 P.M.

I, the undersigned, have reviewed the On-Call Stormwater Infrastructure Work solicitation documents, and after having examined all the solicitation documents and acknowledged all addenda (s) as follows:

Addendum (a) _____

I agree, if selected by the Town, to execute the entire work in the solicitation documents for the On-Call Stormwater Infrastructure Work. The Contractor shall complete and submit cost for associated work on this Proposal Form.

COST

The costs portion as indicated herein, are inclusive of all costs, including labor, supervision, materials, supplies, transportation, travel & expenses, licenses, taxes or any other costs, incidental or otherwise. Additionally, the undersigned understand that due to budget constraints, the Town reserves the right to negotiate with the lowest, most responsive, qualified, and responsible Offeror in an effort to reach a cost that is fair, reasonable and acceptable to both parties. Offeror shall submit cost proposal on the form provided and include in the Proposal submittal.

TOWN OF JAMES ISLAND
ON-CALL STORMWATER INFRASTRUCTURE WORK

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Section A – Standard Procedures			
All offerors must respond to Section A.			
Item #	Description	Unit	Cost
A-1	Closed Circuit Television	LF	\$
A-2	Clean		
A-2.1	Less than 25% full (average material through length of the pipe)	LF	\$
A-2.2	25%-50% full (average material through length of the pipe)	LF	\$
A-2.3	Greater than 50% full (average material through length of the pipe)	LF	\$
A-3	External Point Repair		
A-3.1	Up to 6 feet deep	EA	\$
A-3.2	Cost per additional foot >6 feet in depth	EA	\$
A-4	Pumping	DAY	\$
A-5.1	Dewatering (per 1 day)	LF	\$
A-5.2	Dewatering (per 1 week)	LF	\$
A-6	Lane/Shoulder Closures	DAY	\$
A-7	Concrete Driveway/Sidewalk/Curbing or Flowable Fill	CY	\$
A-8	Restoration		
A-8.1	Sod restoration	SY	\$
A-8.2	Hydro Seeding	SY	\$
A-8.3	Asphalt Patching	SY	\$
A-9	Mobilization	EA	\$
SUM TOTAL OF SECTION A			\$
A-10	Bonding (List percent to be bonded of total project cost)	PER	_____ %

REPAIR & REHABILITATION METHODS

Section B - CIPP			
B-1	Cured-In-Place Pipe (CIPP)	Cost per Linear Foot	Cost per extra mm of thickness
B-2	12" Pipe	\$	\$
B-3	15" Pipe	\$	\$
B-4	18" Pipe	\$	\$
B-5	24" Pipe	\$	\$
B-6	30" Pipe	\$	\$
B-7	36" Pipe	\$	\$
B-8	48" Pipe	\$	\$
SUBTOTAL		\$	\$
SUM TOTAL OF SECTION B			\$
Section C - CCCP			
C-1	Centrifugally Cast Concrete Pipe (CCCP)	Cost per Linear Foot at 0.5" thickness	Cost per extra .1" of thickness
C-2	12" Pipe	\$	\$
C-3	15" Pipe	\$	\$
C-4	18" Pipe	\$	\$
C-5	24" Pipe	\$	\$
C-6	30" Pipe	\$	\$
C-7	36" Pipe	\$	\$
C-8	48" Pipe	\$	\$

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ON-CALL STORMWATER INFRASTRUCTURE WORK

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C-9	54" Pipe	\$	\$
SUBTOTAL		\$	\$
C-10	Box Culverts	\$	Cost per SF of the interior of the culvert
SUM TOTAL OF SECTION C		\$	
Section D – Continuous Slip Line Pipe			
D-1	Continuous Slip Line	Cost per LF of original pipe size (not liner size) includes grouting	
D-2	12" Pipe	\$	
D-3	15" Pipe	\$	
D-4	18" Pipe	\$	
D-5	24" Pipe	\$	
D-6	30" Pipe	\$	
D-7	36" Pipe	\$	
D-8	48" Pipe	\$	
D-9	54" Pipe	\$	
D-10	\$	Cost per linear foot of excavation up to 6' depth	
D-11	\$	Cost per linear foot of excavation over 6' of depth	
SUM TOTAL OF SECTION D		\$	
Section E – Open Cut			
E-1	Pipe Open Cut Replacement	Cost per LF under 30' segment replacement under 6' deep	Cost per LF 30' or more of replacement under 6' deep
E-2	12" Pipe Round	\$	\$
E-3	15" Pipe Round	\$	\$
E-4	18" Pipe Round	\$	\$
E-5	24" Pipe Round	\$	\$
E-6	30" Pipe Round	\$	\$
E-7	36" Pipe Round	\$	\$
E-8	48" Pipe Round	\$	\$
E-9	54" Pipe Round	\$	\$
Elliptical Sizes			
E-10	14"x 23" (18" equivalent)	\$	\$
E-11	19"x 30" (24" equivalent)	\$	\$
E-12	22"x 34" (27" equivalent)	\$	\$
E-13	27"x 42" (33" equivalent)	\$	\$
E-14	29"x 45" (36" equivalent)	\$	\$
Arch Sizes			
E-15	11"x 18" (15" equivalent)	\$	\$
E-16	13.5"x 22" (18" equivalent)	\$	\$
E-17	18"x 28.5" (24" equivalent)	\$	\$
E-18	22.5"x 36.25" (30" equivalent)	\$	\$
SUBTOTAL		\$	\$
SUM TOTAL OF SECTION E		\$	

TOWN OF JAMES ISLAND
ON-CALL STORMWATER INFRASTRUCTURE WORK

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Section F – Injection, Resin, & Plating		
F-1	Grout Injection	\$ Cost per gallon of grout used
F-2	Polyurethane Resin	\$ Cost per linear foot of joint sealed with oakum
F-3	Aluminum Plating	\$ Cost per square foot of aluminum plating
SUM TOTAL OF SECTION F		\$
Section G - Shotcrete		
G-1	Shotcrete Invert Rebuilding	\$ Cost per cubic yard of shotcrete placed
Section H – Underdrain & Box Repair		
H-1	Underdrain repair/replacement	\$ Cost per linear foot
H-2	Box Repair	\$ Cost per square foot (interior) of the box
H-3	Box Replacement	\$ Cost per box less than 6' deep
H-4	3'x 3' Box	\$ Cost per box
H-5	4'x 4' Box	\$ Cost per box
H-6	5'x 5' Box	\$ Cost per box
H-7	Inlet throat poured	\$ Cost per linear foot poured
H-8	Depth after 6'	\$ Cost per additional foot
SUM TOTAL OF SECTION H		\$
Section I – Street Ditch Grading		
I-1	Street Ditch Grading	\$ Cost per linear foot for ditches on street ROW

REFERENCES

All Offerors shall submit and include with their Proposal, references indicating similar projects which they have been awarded, and are in progress or has completed for Towns, Municipal or State Governments, which will exemplify expertise in this Project by the firm. Failure to include these references may cause Offerors' proposal to be considered non-responsive and considered unacceptable. Forms are provided with this solicitation for Offeror's use to submit references as outlined in this solicitation. A minimum of three (3) references shall be submitted.

PROPOSAL HOLDING TIME AND ACCEPTANCE

The undersigned agrees that this Proposal may not be revoked or withdrawn after the time set for the opening for Proposal, but shall remain open for acceptance for a period of not less than ninety (90) days following the Proposal Opening Date.

DATE FOR COMMENCEMENT AND COMPLETION

The Date of Commencement shall be established in the Agreement. The Town shall not be held liable for any expenses incurred by the successful Offeror until the Agreement has been executed. A contract award requires that both the Town and the Contractor sign the Contract. All work shall be completed on schedule and as identified herein.

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ON-CALL STORMWATER INFRASTRUCTURE WORK

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RESPONSIBILITY

The undersigned understands that before awarding a Contract, the Bid and Purchases Committee may require additional information in order to ascertain the Offeror's capacity to meet the terms of the Contract. Failure to provide disclosure of this information to the Town within five (5) days after having been duly notified and requested may be just cause for rejection of the Proposal and Offeror may be considered noncompliant.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned certifies that the Offeror 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.

ILLEGAL IMMIGRATION

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the 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 you and your subcontractors or sub-subcontractors; or (b) that you and your 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." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1] (NOV. 2008)

(An overview is available at www.procurement.sc.gov)

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ON-CALL STORMWATER INFRASTRUCTURE WORK
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ETHICS CERTIFICATE

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by Contractors; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2] (May 2008)

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. BY SUBMITTING AN OFFER, THE OFFEROR CERTIFIES COMPLIANCE. [02-2A032-1] (MAY 2008)

TOWN OF JAMES ISLAND
ON-CALL STORMWATER INFRASTRUCTURE WORK
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SAFETY

Contractor acknowledges and agrees that public safety is of utmost importance, and Contractor agrees that during the progress of the Work, Contractor shall constantly protect and preserve the safety of the public. Contractor shall not unnecessarily cause inconvenience to the public during the progress of the Work and shall minimize the inconvenience caused by Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the Work site, traffic lane and pedestrian closures and deliveries of material and equipment.

ANTI-TRUST/NON-COLLUSION STATEMENT

I, the undersigned, certify that this Proposal does not violate Federal or State Antitrust Laws and I have received and read the Request For Proposals and understand that this Proposal is subject to all conditions thereof. A signature below indicates that the Offeror herein, his agents, servants or employees, have not in any way colluded with anyone for or on behalf of the Offeror or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for or on behalf of the Offeror, or themselves, to gain any favoritism in the award of the Contract herein.

FEDERAL IDENTIFICATION NUMBER: _____

AUTHORIZATION

(Print Name of Contractor/Company)

(Signature)

(Printed Signature)

(Title)

(Mailing Address)

(City)

(State)

(Zip)

(Telephone Number)

(Fax Number)

(E-mail Address)

VI. **OFFEROR'S REFERENCES**

- A. Name and Address of Owner/Client: _____

Contact Name: _____
Phone No.: _____
Email.: _____
- B. Name and Address of Owner/Client: _____

Contact Name: _____
Phone No.: _____
Email.: _____
- C. Name and Address of Owner/Client: _____

Contact Name: _____
Phone No.: _____
Email.: _____

VII. SUBMITTAL REQUIREMENTS:1. References:

Offerors should include a minimum of three (3) current or recent project references, which are of the work to be performed.

2. Proposal Form:

All Offerors shall complete the Proposal Form within the solicitation and include with their Submittal.

3. Number of Submittals Required:

Each Offeror shall supply one (1) unbound original and one (1) bound copy for review and evaluation by the Selection Committee. **Submittals shall be in a properly marked, sealed envelope or wrapping in accordance with the instructions contained elsewhere herein.** Failure to provide the required number of copies shall be cause for Offeror's Submittal to be considered nonconforming.

4. Submittal Opening:

Submittals shall be publicly opened on the date and at the time specified. Only the names of the Offerors shall be disclosed at the opening. Contents of the competing Offerors shall not be disclosed at the opening. Only the submittal of the **successful Offeror** shall be available for Public inspection **after the award of a contract upon written request.** **Proprietary** or **confidential** information marked, as such in any submittal **shall not be disclosed without prior written consent of the Offeror.** Manufacturer's part or model numbers, descriptions and cost information, etc. **cannot** be considered Proprietary.

VIII. **EVALUATION/CRITERIA:**

1. Criteria:

- A) Related experience of the Offeror
- B) Availability of qualified, professional staff and support personnel
- C) Professional qualifications of staff and support personnel
- D) Past Performance References
- E) Cost:

Any awards considered as a result of this solicitation are conditional, not only on the above qualifications, but the ability to negotiate an agreeable fee for these services which will be considered fair and reasonable by all parties.

2. Evaluation:

A committee will be selected and convened to review and evaluate all Submittals received, using the above criteria.

Evaluations shall not be based on cost alone, but will be based on the composite of the above factors. The overall best interests of the Town, in terms of cost and service provided, and response to the information requested herein will be considered in the evaluation of submitted Proposals.

VIII. EVALUATION/CRITERIA CONTINUED:

3. Short List/Interviews:

The Selection Committee, having reviewed and evaluated all Submittals may, if considered necessary, generate a short list of qualified Offerors. If considered necessary and in the best interest of the Town, qualified Offerors shall be notified, whereby interviews and presentations may be conducted by the Selection Committee and the Offerors. Should in-house interviews be considered desirable, all selected Offerors shall be afforded notification prior to the scheduling of any interviews. Any Offeror who fails to attend an in-house, scheduled interview may be considered as non-compliant and its Submittal rejected. The Town reserves the right for staff to conduct interviews by telephone if considered in the best interest of the Town to do so.

Upon completion of all interviews the Selection Committee will select and recommend one firm to the Bids and Purchase Committee for award consideration. The Bids and Purchase Committee upon concurrence of the recommendation shall authorize the Town Administrator to enter into negotiations with the selected firm.

Any awards considered as a result of this solicitation are conditional, not only on the above, but the ability to negotiate an agreeable fee for these services which will be considered fair and reasonable by all parties.

4. Negotiation Phase:

All negotiations between the Town and any Offeror shall be in accordance with the general conditions of the solicitation. The Town shall negotiate a fee considered fair and reasonable between both parties based on the actual project requirements. A model Contract will have been prepared and made available to both parties for review and finalization during these negotiations.

The participation in the submittal or the selection phase of this process, including interviews, does not commit the Town to award a Contract or to pay any costs incurred by any Offeror relating to this solicitation.

5. Award:

The Town reserves the right to award a single contract or multiple contracts to the most responsive, responsible Offeror(s) meeting the specifications. The Town may award to a single Contractor, multiple Contractors, or use any combination that best serves the interest of the Town. The Town reserves the right to award to multiple Contractors as a multi-tiered award.

Multi-tiered award sets the priority sequence for use of multiple Contractors. Multiple Contracts are awarded for the same services from a single solicitation to primary, secondary and tertiary Contractors.

Should the primary Contractor not be able to respond to a request for service within the timeframes outlined in the scope herein, the Town has the right to make that service request of the secondary Contractor (or third Contractor if the secondary Contractor cannot perform). Offerors shall be properly licensed by the State of South Carolina.

IX. **SPECIAL CONDITIONS**

1. *Business License/Permits*

Contractor and all subcontractors, if any, shall have or obtain a Town of James Island Business License. The successful Offeror and all subcontractors, if any, shall obtain permits, as may be necessary, and required by the Town, County and State agencies. Any Town required permits shall be issued by the Town at no cost to the successful Offeror.

2. *Underground Utilities*

It is required that the contractor notify Palmetto Underground Utilities at 1-888-721-7877, three (3) working days in advance of commencing work. Also, if in areas where work that is not completed in ten (10) working days, the Contractor is required to contact Palmetto Underground Utilities and give them the original request number.

3. *Safety Requirements*

The Contractor is required to follow the traffic controls for street and highway construction and maintenance operations in accordance with Part VI (6) of the Federal Highway Administration Manual on Uniform Traffic Control Devices – Millennium Edition and latest OSHA construction regulations.

4. *Personnel:*

It is mutually agreed that successful Offeror is an independent Contractor and not an agent of the Town and as such the successful Offeror's personnel shall not be entitled to any Town employment benefits, such as, but not limited to vacation, sick leave, insurance, workman's' compensation, or pension and retirement benefits.

5. *Successful Offeror's Relationship to Town:*

It shall be expressly agreed and understood that the Contractor is, in all respects, an independent Contractor as to the work, and that neither the contractor nor his employees are, in no respect, an agent, servant or employee of the Town.

6. *Contract Terms:*

The duration of the contract period will be annual, or as otherwise agreed upon between the Town and the successful Offeror.

The Contract maybe renewed, expanded and extended in annual increments of twelve (12) months provided that:

- 1) The successful Offeror has established acceptable performance record
- 2) Town funds are available and appropriated, and
- 3) Both parties consider costs fair and reasonable; and acceptable.

The Contract period, including extensions or renewals shall not exceed sixty (60) months.

IX. SPECIAL CONDITIONS

7. Subcontracting:

Subcontractors providing service under the contract shall meet the same service requirements and provide the same quality of service required of the successful Offeror. No subcontract under the contract shall relieve the primary successful Offeror of responsibility for the services. The successful Offeror shall be the primary contact for the Town and subcontractor(s). The successful Offeror shall manage all quality and performance, project management, and schedules for subcontractors. The successful Offeror shall be held solely responsible and accountable for the completion of all work for which the successful Offeror has subcontracted. Town retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor. Town reserves the right to request the removal of successful Offeror subcontractors' personnel deemed unsatisfactory by the Town. Subcontracting shall be at the successful Offeror's expense. The Offeror's proposal shall clearly identify any disciplines of which in-house capability does not exist and sub-Contracting would be required. In such instances, the names of the Sub-Contractor will be provided including resumes of their proposed or offered staff.

8. Regulatory Requirements For FEMA and Federally Funded Projects (if applicable):

FEMA or Federally Funded Projects may be assigned to successful Offerors and will be subject to approval by both the Offeror and the Town.

APPLICABLE CODES, FEDERAL REGULATIONS AND CONTRACT PROVISIONS:

The following list of codes, regulations, and federally mandated contract provisions establish the minimum requirements applied to all work to be completed. Where the specifications or contract drawings exceed the applicable code, the specifications and contract drawings shall be followed:

FEDERAL REGULATIONS AND CONTRACT PROVISIONS

Occupational Health and Safety Standards Act
 Equal Employment Opportunity (41 CFR Part 60); (2 CFR 215 Appx. A(1); 44 CFR 13.36(i)(3))
 Copeland Anti-Kickback Act (40 U.S.C. 3145); (2 CFR 215 Appx. A(2); 44 CFR 13.36(i) (4))
 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); (2 CFR 215 Appx. A(4); 44 CFR 13.36(i) (6))
 Rights to Inventions Made Under a Contract or Agreement (37 CFR § 401.2 (a)); (2 CFR 200 Appendix II § (F))
 Federal Clean Air Act (42 U.S.C. 7401-7671q.); (2 CFR 215 Appx. A(6); 44 CFR 13.36(i) (12))
 Federal Water Pollution Control Act (33 U.S.C. 1251-1387); (2 CFR 215 Appx. A(6); 44 CFR 13.36(i) (12))
 Soil Erosion and Sedimentation Public Act 347 of 1972 as amended
 Environmental Impact Statement Executive Order 1974-4
 Energy Policy and Conservation Act (42 U.S.C. 6201); (2 CFR 200 Appendix II § (H))
 Executive Orders 12549 and 12689 (2 CFR 180.220)
 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); (2 CFR 200 Appendix II § (J))
 Procurement of Recovered Materials (2 CFR § 200.322); (2 CFR 200 Appendix II § (K))

An electronic copy of these federally mandated contract provisions can be viewed at the following URL hyperlink addresses:

[Electronic Code of Federal Regulations - 2 CFR Part 200](#)
[Cornell Law Library - 44 CFR Regulations](#)