

4th AVE SOUTH DRIVE-OVER PROJECT



**Town of Surfside Beach
South Carolina**



**11655 Hwy 707
Murrells Inlet, SC 29576**

March 2010

4TH AVE DRIVE OVER PROJECT

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Bid Number 10-003

Bid/Quote Package

TOWN OF SURFSIDE BEACH

Administration

PURCHASING NOTICE

Bids for the 4TH Ave. South Drive Over Project in the Town of Surfside Beach per specifications attached, subject to conditions and provisions set forth in the attached Bid Package, will be received at this office no later than Thursday, April 1st at 2:00 p.m. The Packages will then be publicly opened. The commodities and/or services must be furnished as described and specified in the package.

PLEASE ADDRESS MAILED BIDS TO:

Town of Surfside Beach
115 U. S. Highway 17 North
Surfside Beach, South Carolina 29575
Attn: Micki Fellner, Executive Assistant

Also, please show the following BID/QUOTE Number in the lower left hand corner of the envelope.

Thank you.

BID NUMBER 10-003

Signature _____

Title _____

TOWN OF SURFSIDE BEACH

GENERAL INSTRUCTIONS TO BIDDERS

Unless otherwise stated in Special Instructions to Bidders, the following general instructions will apply.

I. BID OPENING AND AWARD

Bid proposals will be examined promptly after opening, and each Bid will be announced to all participating. It is not a practice to award any Bid until the Town Administrator and the interested Department Head have had ample time to review each Bid proposal. Award will be made, however, at the earliest possible date. No Bid Proposal(s) may be withdrawn for a period of thirty- (30) days after Bid opening date.

II. TAXES

The Town pays South Carolina Sales Tax. The Town is exempt from Federal Excise Taxes, and will issue Exemption Certificates as are requested. All applicable Taxes should be shown as separate line items on the Bid Form.

III. BASIS OF BID AWARD

Award of Bid shall be made to the responsible Bidder meeting the specifications consistent with the quality and service needed for effective use. The following criteria will be used in making this determination:

- A. Superior quality and specification adherence;
- B. Completion time;
- C. Guarantees and Warranties;
- D. Company's reputation and financial status;
- E. Past experience and cost, with similar or like equipment of service;
- F. Anticipated future cost;
- G. Cost

IV. GUARANTEE WITH BID

To protect the interest of the Town, the bidder guarantees that the work performed is according to SCDOT standards and meets all Town of Surfside Beach Codes and Ordinances.

V. BID FORM

Each Bidder must submit a Bid Proposal(s) on the blank forms attached. The bidder shall sign his Bid correctly and Bid Proposal(s) may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any irregularities of any kind.

VI. USE OF BRAND NAMES IN THE BID

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders in the general style, type, character and quality of materials desired.

VII. SPECIFICATION DEVIATIONS BY THE BIDDER

Any deviation from this specification MUST be noted in detail, and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.

VIII. SPECIFICATION CHANGES AFTER BID AWARD

Any changes in specifications after the Purchase Order/Contract has been awarded, must be with the written consent of the Town Administrator; otherwise, the responsibility for such changes shall be with the Contractor, and could result in non-acceptance of the product by the Town.

IX. BROCHURES

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

X. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS

All changes in specifications whether by the Town or the Contractor, shall be in writing and furnished to all Bidders. Verbal information obtained otherwise will NOT be considered in awarding the Bids.

XI. NUMBER OF BID COPIES

Unless otherwise stated in the Special Instructions Section of this Bid request, submit two (2) copies of Bid on forms attached.

XII. BID CHANGES

Bid amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XIII. PROJECT LOCATION

Project work shall be performed at the 4th Ave. South Beach Access as shown on construction plans.

XIV. CONSTRUCTION TIMES

Unless otherwise stated in the Special Instructions Section of this Bid request, the work process will be allowable during the hours between 6:00 am and 11:00 pm, Monday through Saturday, unless approved in writing.

XV. CONSTRUCTION DATES

The Construction time as stated in the Bid Proposal shall be the time required to perform the work after the receipt of Notice to Proceed or award of the Contract.

The bidder shall submit a project schedule detailing the proposed construction sequence and associated time required. The Bidder certifies that the project will be completed in the time he states, starting at the time the Notice of Award and Proceed is received and that the time between the bid opening and the completion of the project does not exceed the number of days so stipulated in his Bid Proposal. The right is reserved to reject any Bid in which the project time indicated is considered sufficient to delay the operation for which the work is intended.

XVI. TIE BIDS

In the case of tie bids, the Town reserves the right to make the award based on the factors previously outlined in Paragraph III in what it considers to be in the best interest of the Town.

XVII. INFORMATION

Questions concerning the Bid requirements or specifications should be directed to:

Bobby Moore
The EARTHWORKS Group
11655 Hwy 707
Murrells Inlet, SC 29576
bmoore@earthworksgroup.com

All questions must be submitted in writing.

XVIII. BID REJECTION OR PARTIAL ACCEPTANCE

The Town reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and formalities in bids as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the Town.

XIX. ADDITIONAL CHARGES

Bid prices shall include as separate line items all preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for each Phase.

XX. INSPECTION AND ACCEPTANCE

The person(s) named below shall conduct inspection and acceptance:

Jackie Donevant
Steve Strickland

Building and Zoning Director
Engineer, Earthworks Group, Inc.

After the completion of the project, a careful inspection will be made by the above named. They will have the absolute authority to accept or reject the project for the Town.

XXI. INVOICE (S), CERTIFICATES OR ORIGIN AND WARRANTIES/GUARANTEES

Invoice(s), Certificates of Origin and Warranties/Guarantees, must be submitted by the 10th of each month.

XXII. PAYMENTS

The Town will review approved construction payment requests monthly. The Bidder in his Bid must make any request for early and/or partial payments prior to the completion of the entire contract or order. Such requests will be given due consideration in the awarding of the Bid(s). Bidder should be aware that a 25% final payment will be retained until and upon the Final Inspection.

XXIII. BONDS

No bonds will be required for this project.

XXIV. STATEMENT OF EXPERIENCE OF BIDDER

The bidder is requested to provide at least three examples of work of similar scope and complexity he has completed along with project location and general amount of contract. The bidder is asked to provide a reference for each with contact number that will aid the Owner to judge the experience of the bidder along with his ability to sufficiently conduct prescribed work.

XXV. SUMMARY OF ITEMS TO BE SUBMITTED WITH BID PACKAGE

1. Two copies of Bid Form
2. Bidders Affidavit
3. Form of No Collusive Affidavit
4. Statement of Experience

BID FORM

(Failure to furnish all requested data will be cause for considering Bidder non-responsive and may render this bid invalid on that basis.)

BID FOR: 4th Ave. South Drive Over

SUBMITTED TO: Town of Surfside Beach
Surfside Beach, South Carolina

SUBMITTED BY:

Bidder's Name

Address

City, State and Zip Code

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders", accepting all of the terms and conditions of the "General Provisions", including with limitation those dealing with the disposition of Bid Security; proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Contract Documents, to furnish all materials and equipment necessary to complete this Contract within the Contract Time indicated in this Bid, in full and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner.
2. **THIS BID WILL REMAIN OPEN FOR:** Thirty- (30) days after the Bid Opening.
3. **IN SUBMITTING THIS BID, BIDDER REPRESENTS THAT:**
 - (a) Bidder has become thoroughly familiar with the terms and conditions of the proposed Contract Documents accepting the same as sufficient to indicate and convey understanding of all the conditions and requirements under the Contract.
 - (b) This Bid is genuine and not made in the interest of, or on behalf of, any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
 - (c) That no member of Town Council or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid, nor in the

Contract or any part of the Contract, which may be undersigned on the basis of such Bid.

- (d) The Price Bid includes the material, labor, sales taxes and any other applicable taxes and fees.
- (e) The Contractor shall purchase and maintain such insurance as will protect him and the Town of Surfside Beach from claims set forth below:
 - (1) Claims under Workmen's Compensation, Disability Benefit, and other similar employee benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
 - (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
 - (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - (5) Contractor shall provide the Town of Surfside Beach with a Certificate of Insurance.
 - (6) Successful Bidder will be required to obtain a Town Business License
- (f) The Successful Bidder shall submit a copy of its Liability Insurance and the W-9 Form (hereto attached).
- (g) Contractor shall reference the construction drawings for all structural requirements as it pertains to this project.

Quantities are the Engineer's estimate only. All volumes are considered to be "in place"

Work on the 4th Ave. South Drive Over Includes the following:

1. Removal of drive-over ramps (driving platform to remain).
2. Removal of handrails along drive-over ramps and driving platform.
3. Removal of handrails surrounding the porch on the existing building (porch to remain).
4. Construction of new ramps as shown on construction plans.
5. Construction of new walkway and associated hand rails as shown on construction plans.
6. Construction of new stairs and associated hand rails onto existing porch as shown on construction plans.

BID TOTAL \$ _____

BID TOTAL IN WORDS: _____

**GENERAL CONSTRUCTION SPECIFICATIONS FOR
4th AVENUE SOUTH DRIVE OVER PROJECT**

INDEX

DIVISION 1

Section 01010 Summary of Work
Section 01150 Measurement and Payment
Section 01300 Submittals

DIVISION 2

Section 02260 Finish Grading

SECTION 01010: SUMMARY OF WORK

This project consists of street renovations to the 4th Ave. South Beach Access in the Town of Surfside Beach. The scope of work includes but is not limited to removal of existing ramps and hand rails and construction of new ramps, hand rails and walkways associated with the beach access.

WORK UNDER THIS CONTRACT

USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

1. To take every precaution against injuries to persons or damage to property.
2. To store his apparatus, material, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of this work or the work of any other contractors.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times site of the work shall present a neat, orderly and workman like appearance.
5. Before final payment to remove all surplus material, false-work temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition.
6. To affect all cutting, fitting, or patching of his work required to make the same to conform to the Plans and Specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.

QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or deduction does not give cause for claim or liability for damages.

RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and completion on the work herein contemplated. It is possible that all rights-of-way may not be obtain as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such rights-of-way as the Owner may have previously acquired and no claim for damage whatsoever will be allowed by reason of the delay in obtaining the remaining rights-of-way. Should Owner be prevented or enjoined from proceeding with the work, or from

authorizing its prosecute either before or after the commencement by reason of any litigation, or by reason of its inability procure any rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner but time for completion of the work will be extended to such time as the Owner determines compensate for the time lost by such delay, such determination to be set forth in writing.

WORK IN PRESCRIBED RIGHTS-OF-WAYS

The Contractor shall conduct his work entirely within the roadway rights-of-way and other areas identified on the plans. Trees and property outside the rights-of-way and trees within the rights-of-way identified to remain shall be protected from any damage. Staging and parking areas for the Contractor shall be identified at the preconstruction conference. Any damage to any protected specimen tree caused by any act of the contractor will be reconciled with the Owner. This reconciliation is the responsibility of the contractor. Contractor shall hold Owner harmless from any mitigation or to action resulting from damage to or removal of any protected tree.

SECTION 01150: MEASUREMENT AND PAYMENT GENERAL

The Contractor shall furnish all labor, tools, equipment and material to construct the proposed improvements complete as shown on the Drawings and described in these specifications. The unit quantities listed in the bid proposal is for information only and the bid price given will be treated as a lump sum bid. Change orders to this contract will not be allowed except in the instance of major change in the scope of work.

The Contractor's attention is called to the fact that although the pay items shown shall be the basis for establishing the contract price, the pay items do not necessarily reflect the total amount of work to be performed. The cost of incidental work such as clearing and grubbing, trenching, backfilling, testing, etc., which is necessary but which is not specifically listed as one of the pay items, shall be included in the bid price.

SECTION 01300: SUBMITTALS

GENERAL

The following submittals will be required by the Contractor unless noted otherwise in the preconstruction conference.

1. The Contractor shall submit his proposed construction schedule for the Engineer's approval before construction begins.
2. Bench marks and a field run and referenced base line will be provided for construction. Grade stakes, slope stakes and alignment stakes shall be provided by the Owner's surveyor and consistent with orderly construction practice. Five working days notice will be provided by the Contractor to the Owner for any field work layout.
3. The Contractor shall submit promptly to the Engineer two copies of each shop drawing and of pipe testing certificate. After examination of such drawings by the Engineers and

the return thereof, the Contractor shall make such corrections to the drawings as have indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes such drawings.

4. Other shop drawings shall be submitted to the Engineer in duplicate as discussed in other sections of these Specifications.
5. Owner will pay for one time staking only throughout all stages of construction. Any damaged or destroyed stakes, due to any circumstance, shall be the responsibility of the Contractor.

SECTION 002260: FINISH GRADING

GENERAL

Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, and compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

EXECUTION

Grade areas adjacent to building lines to drain away from structure and to prevent ponding. Finish surfaces free from irregular surface changes.

Finish areas to receive topsoil to within not more than 0.10 feet above or below the required subgrade elevations.

Grading surface or fill under building slabs shall be smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/4 inch when tested with a 10 foot straightedge.

Protect newly graded areas from traffic and erosion, and keep free of trash and debris.

Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerance.

Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify subsurface, re-shape and compact to required density prior to further construction.

Bid Number 10-003

BIDDER'S AFFIDAVIT

(This Affidavit is Part of the BID)

STATE OF _____

COUNTY OF _____

Being duly sworn, deposes and says that he resides at _____

That he is the _____
(Give Title)

who signed the above Proposal or BID, that he was duly authorized to sign, and that the BID is the true offer of the BIDDER and that all the declarations and statements contained in the BID are true to the best of their knowledge and belief.

(Affiant)

Subscribed and Sworn to before me this _____ day of _____, 20____.

(Notary Public)

My Commission Expires _____, 20____.

(SEAL)

FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of BID)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that he

is _____ (Sole owner, a partner, president, secretary, etc.)

of _____ the party making the foregoing Proposal or, BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of Affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER by any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Sworn to and Subscribed Before Me This _____ day of _____, 20____.

(Notary Public)

My Commission Expires _____, 20____.

(SEAL)

NOTICE

UPON EXECUTION THIS DOCUMENT, EXCEPTIONS,
SPECIAL TERMS AND CONDITIONS SHALL
CONSTITUTE A BINDING CONTRACT

PLEASE READ "GENERAL INSTRUCTION TO BIDDERS",
AND "SPECIAL INSTRUCTION TO BIDDERS" VERY THOROUGHLY.

CONTRACT FORM

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2010 by and between the Town of Surfside Beach, Surfside Beach, South Carolina (hereinafter called OWNER) and _____ (hereinafter call CONTRACTOR).

OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the bid specifications (page GS-1). The Work is generally described as follows:

4TH AVE. SOUTH DRIVE OVER PROJECT

ARTICLE 2. REPRESENTATIVE

The Project has been developed by:

EARTHWORKS GROUP, INC.
Murrells Inlet, S. C.

Who are hereinafter called REPRESENTATIVES, and who is to act as OWNER'S representative, assume all duties and responsibilities and have the right and authority assigned to him in the Contract Documents in connection with completion of the Work in accordance with the Contract.

ARTICLE 3. CONTRACT TIME

The Work will be completed within 30 calendar days from the date when the Contract Time commences.

ARTICLE 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for the completed project in accordance with the Contract Documents in current funds.

ARTICLE 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment to the owner's representative and once approved for Diana King, Finance Director, will process payment

5.2 Final Payment will be made upon final acceptance of the project.

ARTICLE 6. CONTRACTOR'S REPRESENTATIVE

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents that in any manner may affect the cost of the Project.
- 6.2 CONTRACTOR has reviewed and checked all information and specifications shown or indicated in the Contract Documents with respect to compatibility of material specified, in order to furnish the Project at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.3 CONTRACTOR has given the Town of Surfside Beach written notice of any and all conflicts, errors or discrepancies that they discovered in the Contract Documents, and the written resolution thereof is acceptable to the CONTRACTOR.

ARTICLE 7. MISCELLANEOUS

- 7.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due, and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS.

- 8.1 IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. On counterpart, each has been delivered to OWNER, CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by a Representative on their behalf.

This Agreement will be effective on _____

Bid Number 10-003

OWNER

CONTRACTOR

TOWN OF SURFSIDE BEACH

By: _____
Its: Town Administrator
(Town's Seal)

By: _____
It's: _____

Attest: _____

Attest: _____

Address for giving Notices:

Address for giving Notices:

115 Highway 17 North

Surfside Beach, South Carolina 29575

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