

	<b>Fort Mill School District</b>  <b>Addendum #1</b>	Solicitation Number: #23-015
		Date Issued: May 10, 2024 Procurement Specialist: Kelly Keniston Phone: (803) 548-8202 E-Mail Address: kenistonk@fortmillschools.org

**DESCRIPTION: FMES #12: OS TIA ROAD IMPROVEMENTS**

**YOUR OFFER MUST BE SUBMITTED IN A SEALED PACKAGE WITH THE SOLICITATION NUMBER AND OPENING DATE CLEARLY MARKED ON THE OUTSIDE. SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:**

Mailing Address: <b>FORT MILL SCHOOL DISTRICT</b> <b>2233 DEERFIELD DR</b> <b>FORT MILL, SC 29715</b>	<b>PHYSICAL ADDRESS:</b> <b>FORT MILL SCHOOL DISTRICT</b> <b>2233 DEERFIELD DRIVE</b> <b>FORT MILL, SC 29715</b>
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SUBMIT OFFER BY: **Thursday, May 22, 2024 at 2:00 pm**

SUBMIT QUESTIONS BY: **Tuesday, May 14, 2024 at 12:00 pm**

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original**

<b>CONFERENCE TYPE:</b> Pre-Bid Meeting & Site Visit <b>DATE &amp; TIME:</b> <b>May 9, 2024 @ 3:00 pm</b>	<b>LOCATION:</b> <b>Fort Mill School District Office</b> <b>2233 Deerfield Dr.</b> <b>Fort Mill, SC 29715</b>
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on or around <b>June 3, 2024</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.fortmillschools.org/departments/procurement/">http://www.fortmillschools.org/departments/procurement/</a>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.  
(See "Signing Your Offer" and "Electronic Signature" provisions.)

<b>NAME OF OFFEROR</b>  <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
<b>AUTHORIZED SIGNATURE</b>  <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	<b>TAXPAYER IDENTIFICATION NO.</b>  <small>(See "Taxpayer Identification Number" provision)</small>	
<b>TITLE</b>  <small>(business title of person signing above)</small>		
<b>PRINTED NAME</b>  <small>(printed name of person signing above)</small>	<b>DATE SIGNED</b>	<b>STATE OF INCORPORATION</b>  <small>(If you are a corporation, identify the state of incorporation.)</small>

**OFFEROR'S TYPE OF ENTITY: (Check one)** (See "Signing Your Offer" provision.)

Sole Proprietorship     
 Partnership     
 Other \_\_\_\_\_

Corporate entity (not tax-exempt)     
 Corporation (tax-exempt)     
 Government entity (federal, state, or local)

**Minority Participation:**

Are you a SC Certified Minority Vendor  Yes  No If yes, SC Certification # \_\_\_\_\_

Are you a Non SC Certified Minority Vendor  Yes  No

**PAGE TWO**

**(Return Page Two with Your Offer)**

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p>          	<p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>          <p>_____</p> <p>Area Code - Number - Extension                      Facsimile</p> <p>_____ E-mail Address</p>
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<p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)</p>          <p>_____ Payment Address same as Home Office Address</p> <p>_____ Payment Address same as Notice Address <b>(check only one)</b></p>	<p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>          <p>_____ Order Address same as Home Office Address</p> <p>_____ Order Address same as Notice Address <b>(check only one)</b></p>
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**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p><b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>_____ Calendar Days (%)</p>
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**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.** [11-35-1524(E)(4)&(6)]

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_\_\_ In-State Office Address same as Home Office Address

\_\_\_\_\_ In-State Office Address same as Notice Address **(check only one)**

**Addendum #1 is being issued to update specific bid schedule information, answer questions received from bidders, and issue minutes from the pre-bid meeting.**

**You must acknowledge this addendum on page #1 and the bid form.**

**Please note, unless otherwise stated, all stipulations from the original solicitation apply**

**ATTACHMENTS:**

- 1.1 Pre-Bid Meeting Minutes**
- 1.2 Specification Section 00 41 13 – Bid Form – Addendum #1**
- 1.3 Specification Section 01 11 00 – Summary of Work – Addendum #1**
- 1.4 Specification Section 01 21 13 – Cash Allowances – Addendum #1**
- 1.5 Specification Section 01 22 00 – Unit Prices – Addendum #1**

**GENERAL:**

- 2.1 Solicitation 23-015 RFB: Coversheet / Section I.A / Section III**  
REVISE: Bid Date to **May 22 @ 2:00pm**
- 2.2 Specification Section 00 41 13 – Bid Form – Addendum #1**  
REPLACE Bid Form in its entirety. This version shall be submitted with Bid Package.
- 2.3 Specification Section 01 11 00 – Summary of Work – Addendum #1**  
Issued to correct typographical error.
- 2.4 Specification Section 01 21 13 – Cash Allowances – Addendum #1**  
Issued to correct typographical error.
- 2.5 Specification Section 01 22 00 – Unit Prices – Addendum #1**  
REVISED Quantities of each Unit Price item to be included within Base Bid.

**PROJECT MANUAL:**

- 3.1 Specification Section 00 41 13 – Bid Form – Addendum #1**  
REPLACE the specification in its entirety.
- 3.2 Specification Section 01 11 00 – Summary of Work – Addendum #1**  
REPLACE the specification in its entirety.
- 3.3 Specification Section 01 21 13 – Cash Allowances – Addendum #1**  
REPLACE the specification in its entirety.
- 3.4 Specification Section 01 22 00 – Unit Prices – Addendum #1**  
REPLACE the specification in its entirety.

**DRAWINGS:**

- 4.1 N/A**

**END OF ADDENDUM NO. 1**



**PRE-BID MEETING MINUTES**  
**FMES #12: OS TIA ROAD IMPROVEMENTS**  
 May 9, 2024

**ATTACHMENTS:**

- |    |                |    |     |
|----|----------------|----|-----|
| A) | Sign-In Sheet  | C) | N/A |
| B) | Meeting Agenda | D) | N/A |

**INTRODUCTIONS**

- |      |  | <b><u>RESPONSIBLE:</u></b> |
|------|--|----------------------------|
| 1.01 | Jay Gaither opened the meeting, with LMG, who will be the Construction Manager for this project and shall be considered the point of contact throughout the duration of the project. | Comment                    |
| 1.02 | Pre-Bid meeting attendance was not mandatory in order to bid on the project.   | All Bidders                |

**BID DATE AND LOCATION**

- |      |  |         |
|------|--|---------|
| 1.03 | The Bid deadline has been revised to May 22 <sup>nd</sup> at 2:00pm (This change will be documented within Addendum #1). The Fort Mill School District must receive bids, prior to the scheduled bid opening to be considered. Bids can be mailed, or hand delivered at the District Office front reception desk located at 2233 Deerfield Dr. Fort Mill, SC 29715. The formal public bid opening will be within the same building. Room is TBD. | Comment |
|------|--|---------|

**BIDDING REQUIREMENTS**

- |      |  |             |
|------|--|-------------|
| 1.04 | Bids are to be submitted in a sealed opaque envelope bearing “SEALED BID”, the solicitation number, project title, and name and address of Bidder.   | All Bidders |
| 1.05 | Potential bidders were notified the project will be awarded as a Single Prime Contract.  | Comment     |
| 1.06 | Contractors are required to acknowledge receipt of all addenda on the Bid Form.  | All Bidders |
| 1.07 | Submitted bid documents must include the following fully executed items to be considered responsive: <ol style="list-style-type: none"> <li>1. Bid Form – Pages 4-6 of Solicitation</li> <li>2. Appendix A – Offeror Representations and Certification</li> <li>3. Appendix B – Minority Participation</li> <li>4. Appendix C – Drug Free Workplace Certification</li> </ol>   | All Bidders |
| 1.08 | Bidders are to list all requested sub-contractors, if any, on the Bid Form and make sure any listed sub-contractor is properly licensed in South Carolina. Bid Form must be signed, and South Carolina contractor’s license number and contract amounts noted.   | All Bidders |
| 1.09 | All bids must comply with the laws of South Carolina.  | All Bidders |
| 1.10 | Bidders were informed of Cash and Unit Price Allowances within the contract. Please refer to specification section 01 21 13 – Cash Allowances & 01 22 00 – Unit Prices for additional information. Bidders are to include all alternates and/or unit prices as indicated on the bid form. If no alternates nor unit prices are identified, Bidders shall note as “N/A” within the adjacent fields. A General Contingency Allowance of \$150,000 and Unit Price Allowances shall be included within the base bid amount as detailed on the Bid Form and Specifications. | All Bidders |
| 1.11 | Contractors to include (5%) Bid Bond – AIA A310 along with bid documentation. Sample Bid Bond documentation provided within project specifications for reference.  | All Bidders |

- 1.12 (100%) AIA Payment and Performance Bonds will be required from the awarded contractor following the Notice to Proceed. All Bidders were notified that costs associated with acquiring the bonds shall be included within the bid amount. All Bidders

### **SPECIAL CONDITIONS**

- 1.13 The Intent to Award will be issued no later than May 24, 2024. Comment
- 1.14 Notice to Proceed will be issued June 3, 2024 following the required protest period. Comment
- 1.15 Mobilization and commencement of field activities shall begin as soon as possible following Notice to Proceed. All Bidders
- 1.16 Substantial Completion for the project is July 25, 2025. The construction schedule will be (14) month schedule following Notice to Proceed. Contractors voiced no concerns regarding the schedule requirements. All Bidders
- 1.17 The contractor will be responsible for coordinating all Chapter 17 – Materials Testing inspections with the selected testing firm. All code or agency required testing will be paid for by the Owner. However, in the event of a failed inspection, all re-inspections costs are the responsibility of the Contractor. Detailed records of inspections and associated costs will be provided to the contractor for reimbursement if deemed necessary. All Bidders

### **ADDENDA / ALTERNATES / RFI's**

- 1.18 Addendum #1, including the Pre-Bid Meeting minutes and updated project information will be provided no later than May 10, 2024. Subsequent Addenda shall include responses to RFI's / Substitution Requests / etc. as needed but no later than May 15, 2024. All Bidders
- 1.19 It was noted that there are currently (0) Alternates and (3) Unit Prices included on the Bid Form. All contractors shall note that should no Alternates nor Unit Prices be identified; the contractor shall include "N/A" on the specified fields located on the Bid Form. All Bidders
- 1.20 A site visit is scheduled with all interested parties following the Pre-Bid Meeting. The site visit is not mandatory to submit a bid for the project. Should firms not attending the Pre-Bid meeting wish visit the site, please contact Jay Gaither via email at [jay@leitnergrp.com](mailto:jay@leitnergrp.com). All Bidders
- 1.21 All RFI's should be sent to Jay Gaither with LMG. Electronic mail is the preferred means of communication ([jay@leitnergrp.com](mailto:jay@leitnergrp.com)). RFI's must be received prior to Noon on May 14, 2024, with responses issued via Addendum no later than May 15, 2024. All questions must be submitted to LMG to ensure the items are answered and included in the Addenda. All Bidders

### **PROJECT DESCRIPTION AND SCOPE**

- 1.22 All Bidders were notified that the project documents are currently available for download on the Fort Mill School District website via the following link: <https://vrapp.vendorregistry.com/Bids/View/Bid/1205ef1c-b9d4-4d86-84f7-31146f583e7d> All Bidders
- 1.23 The project is located at the intersection of Gold Hill Rd / Deerfield Dr / SC-460 in Fort Mill, SC 29715. Contractor's scope of work shall include all necessary demo, utilities, retaining wall, signal modification, and paving activities as indicated within the contract documents. All Bidders
- 1.24 Bidders were informed this is an SCDOT project. The DHEC Land Disturbance permit will be provided following contract award. Contractors will be responsible for procuring all necessary local business licenses. All Bidders
- 1.25 Contractors were informed of SCDOT mandated hours of operation from 6pm – 7am. Per SCDOT requirements, no lane closures will be permitted from 7am – 6pm for the project. All Bidders

- 1.26 Import Materials – Contractors were informed of suitable structural fill materials available on a current FMSD project located at 392 Gold Hill Rd. Fort Mill, SC 29715. Contractors have the option of utilizing the available fill materials in lieu of supplying alternative offsite materials. The available material is located less than 1 mile from the project site and will be offered at no cost to the contractors. Contractors opting to utilize this material will be responsible for including all necessary means of loading (from a stockpiled location) and hauling to the project site. All bidders will be required to confirm their intention to utilize this material on the Bid Form. All Bidders
- 1.27 It was noted that the awarded contractor will be responsible for providing temporary facilities throughout the duration of the project. This includes, but is not limited to, exterior restroom facilities. All Bidders

### **CONTRACTOR OPEN SESSION QUESTIONS**

- Q:** Will a Unit Cost Allowance for Trench Rock be required?
- A:** The Unit Cost Allowances on the Bid Form and Specifications will be updated within Allowance Letter #1. A Unit Cost for Trench Rock will be added to the Unit Price Allowances along with revisions to the quantities listed to be included within the Base Bid.
- Q:** What utility relocations are required for the project?
- A:** Please refer to C5.0 – C5.3 for utilities that require relocation. These include but are not limited to Storm, Communications, Power Poles, and Fire Hydrants. The relocation of the Communication and Power services are currently under review and any changes to the scope of work will be formally documented via future Addenda.
- Q:** Are the Fiber Optic and Communications relocations to be by Contractor?
- A:** The relocation services are currently within the Contractor's scope of work. The relocation of the Communication services are currently under review and any changes to the scope of work will be formally documented via future Addenda.
- Q:** Typical SCDOT paving projects provide multiple cross sections of the pavement every 50-100Lft. Will these cross sections be provided?
- A:** Proposed cross-sections within the project limits are not required by SCDOT in order to receive plan/design approval. If the awarded contractor desires cross-sections be provided for portions of the project, they could be created and/or provided.
- Q:** Will this project be based off SCDOT Asphalt Index?
- A:** The project shall be bid as a lump sum as indicated within the contract documents. Any changes to the bidding methodology shall be documented via future Addenda.
- Q:** It appears the grades of the existing road are changing. Is full demo and regrading required for the existing road?
- A:** No. The current scope includes variable milling and overlay of the existing roadways. The proposed grade lines over top the existing roadway sections are different from existing topography to reflect the proposed 200 lbs/sy of hot mix asphalt surface course Type-B overlay proposed. Grading activities will only be required for the new turn lanes, retaining wall, and utility installation as indicated within the project documents.

*The content of these meeting minutes are the writer's interpretation of the primary discussions held during the meeting. Should the information contained herein be misleading or inaccurate, please notify the writer within seven (7) days of receipt. It is requested that the Prime Contractor(s) forward a copy of these minutes to all appropriate subcontractors for review.*



**FMES #12: OS TIA ROAD IMPROVEMENTS  
PRE-BID CONFERENCE MEETING**



Fort Mill School District  
May 9, 2024

**Sign – In Sheet**

<u>Name:</u>	<u>Company:</u>	<u>Email Address:</u>	<u>Phone Number:</u>
Joe Romenick	Fort Mill School District	<a href="mailto:romenickj@fortmillschools.org">romenickj@fortmillschools.org</a>	(803) 984-8980
Jay Gaither	LMG	<a href="mailto:jay@leitnergrp.com">jay@leitnergrp.com</a>	(803) 230-1650
Paul Atkins	Atkins Paving	AAFLC1@comporium.net	803-242-3104
Mickey O'Shields	King Asphalt	moshields@kingasphaltinc.com	864-934-3390





**FMES #12: OS TIA Road Improvements**  
**PRE-BID CONFERENCE AGENDA**  
**FORT MILL SCHOOL DISTRICT**  
May 9, 2024 @ 3:00pm

I. INTRODUCTIONS

- LMG – Construction Managers for FMSD
- Pre-Bid Attendance Not Mandatory

II. BID DATE AND LOCATION

- **May 22, 2024, 2:00pm** (*Will be Revised in Addendum #1*)
- **Fort Mill School District – 2233 Deerfield Dr. Fort Mill, SC 29715**

III. BIDDING REQUIREMENTS

- Single Prime Contract
- Bid Form (pg 4-6 of RFB)
  1. Bids **MUST** be received prior to 2:00pm
  2. Enclosed in a Sealed, Opaque Envelope, bearing “SEALED BID”, Solicitation #, and Name and Address of Bidder
  3. SC Contractor License Number
- Acknowledge Receipt of Addenda
- Appendices A / B / C – Completed and Submitted with Bids
- Cash & Unit Price Allowances (**Included in Base Bid**)
  1. Refer to 01 21 13 – Cash Allowances & 01 22 00 – Unit Prices for additional information. (*Revised in Addendum #1*)
  2. Cash Allowance: **\$150,000 General Contingency**
  3. Unit Price Allowance (ADD/DEDUCT): (*Clarified in Addendum #1*)
    - a. **Unsuitable Soils (Offsite):** Owner Provided Material located at 392 Gold Hill Rd., Fort Mill, SC 29715. Unsuitable soil shall be exported off-site.
    - b. **Unsuitable Soils (Offsite):** Contractor Provided Materials. Unsuitable soil shall be exported off-site.
    - c. **Mass Rock:** Remove rock and export waste off-site. Replace with suitable imported soils (structurally if required).
- All bids must comply with the laws of South Carolina.
- (5%) Bid Bond – See Sample AIA A310
- (100%) Payment & Performance Bonds – Required following Contract Award

IV. SPECIAL CONDITIONS

- Intent to Award: May 24, 2024
- Notice to Proceed: June 3, 2024
- Mobilization: As soon as possible
- Substantial Completion: July 25<sup>th</sup>, 2025
  1. (14) Month Schedule
- Chapter 17 Inspections by Owner
  1. Contractor Responsible for Failed / Re-Inspection Fees



V. ADDENDA / ALTERNATES / RFI's

- Addendum #1 – Anticipated Issuance May 10<sup>th</sup>
  1. Including Pre-Bid Minutes & Questions / Updated Project Information
- Subsequent Addenda – TBD
  1. Including Received RFI's / Substitution Requests / etc.
- (0) Alternates:
  1. Identify as N/A on Bid Form if Not Specified
- Substitutions & RFI's Due May 14<sup>th</sup> at Noon – To Be Submitted to LMG
- RFI Responses Distributed No Later Than May 15<sup>th</sup>
- All RFI's to be Submitted to LMG Representative at:

Jay Gaither  
[jay@leitnergrp.com](mailto:jay@leitnergrp.com)

VI. PROJECT DESCRIPTION AND SCOPE

- Product Documents – Available for download at FMSD Procurement Website.
  1. <https://vrapp.vendorregistry.com/Bids/View/Bid/1205ef1c-b9d4-4d86-84f7-31146f583e7d>
- Road Improvements at SC-460 & Deerfield/Gold Hill Rd Intersection
  1. Including Utilities / Ret. Wall / Signal Modification / Paving Activities
- SCDOT Time Constraints:
  1. No Lane Closures Permitted 7am-6pm (M-F)
  2. Lane Closures to Comply with Current SCDOT Standards
- Import Materials – Estimated +/- 4,500cy of Material
  1. FMSD has Suitable Fill Material Available at:
    - a. 392 Gold Hill Rd., Fort Mill, SC 29715
    - b. Located Less Than 1 mile from Project Site
    - c. Coordination of Actual Amount and Logistics Following Award
  2. Contractors responsible for Loading & Hauling of Materials
  3. **Contractors to Acknowledge Import Fill Method on Bid Form**
- Temporary facilities required.

VII. QUESTIONS

- Open Session for Contractor Questions



**SOLICITATION RFB# 23-015  
FMES #12: OS TIA Road Improvements**

BIDDER NAME: \_\_\_\_\_

BIDDER PHONE: \_\_\_\_\_

BIDDER EMAIL: \_\_\_\_\_

FORT MILL SCHOOL DISTRICT  
2233 DEERFIELD DR.  
FORT MILL, SC 29715

***SINGLE PRIME* CONTRACT**

**All Parties:**

Having carefully examined the Drawings and Specifications for the above noted project(s), as well as the premises and conditions affecting the work, the undersigned proposes to furnish all materials, labor, equipment, and services called for by them for a lump sum consideration of:

BASE BID: \$ _____ (NUMERICAL AMOUNT HERE)
_____ (WRITTEN DOLLARS HERE)

The above stated bid is based on the above-mentioned Drawings, Specifications, Pre-Bid, Schedule, and any Addenda issued subsequent to the basic Drawings and Specifications. (List all Addenda with dates of any issued. If no additional Addenda are issued, write the word "NONE".)

<u>Addendum Number</u>	<u>Date</u>

**IMPORT FILL:** Contractors are required to acknowledge how they intend to provide the necessary Import Structural Fill Materials for the project. Bidders may provide their own import fill materials OR can utilize the available Owner provided structural fill materials located within 1mile of the project site. Material will be provided at no cost to the Bidder, however all necessary equipment and labor associated with loading and relocation of materials will need to be included within the Base Bid. Please acknowledge which provision was included within the above Base Bid amount. **(Please Check Option Below)**

- Contractor to Utilize Owner Provided Structural Fill Materials

- Contractor to Provide Outside Source of Necessary Structural Fill Materials

SECTION 00 43 13 – BID FORM – ADDENDUM #1

If any of the following Alternates are accepted, the above stated sum (base bid amount) will be altered by the amount(s) indicated below.

- a. If no Alternates are indicated, enter the term "NOT APPLICABLE" after the dollar (\$) sign.
- b. If Alternates are indicated, strike through completely either "add" or "deduct" in order to leave exposed the proper change to the base bid amount and indicate the amount of the change in numbers after the dollar (\$) sign.
- c. If Alternates are indicated, but there is no change to the base bid amount, enter the term "NO CHARGE" after the dollar (\$) sign.

**Alternate No. 1: N/A**

Base Bid: N/A

Alternate: N/A.

**UNIT PRICES**

Enter the requested unit prices below. The amount listed will be used for contract deductions in cases of credits and contract increases in cases of work scope additions. The amount listed should be fully inclusive of labor, material, equipment, taxes, insurance, overhead, profit, etc.

- 1. Unsuitable Soil (Offsite): Remove and replace soil with available suitable material imported from nearby FMSD site located at 392 Gold Hill Rd., Fort Mill, SC 29715. Unsuitable soil shall be exported off-site.

**a. INCLUDE 1,000CY in Base Bid.**

**ADD and/or DEDUCT \$ \_\_\_\_\_**

- 2. Unsuitable Soil (Offsite): Remove and replace soil with suitable material imported from off-site. Unsuitable soil shall be exported off-site.

**a. INCLUDE 1,000CY in Base Bid.**

**ADD and/or DEDUCT \$ \_\_\_\_\_**

- 3. Mass Rock: Remove rock and export waste off-site. Replace with suitable imported soils (structurally if required).

**b. INCLUDE 500CY in Base Bid.**

**ADD and/or DEDUCT \$ \_\_\_\_\_**

- 4. Trench Rock: Remove rock and export waste off-site. Replace with suitable imported soils (structurally if required).

**c. INCLUDE 100CY in Base Bid.**

**ADD and/or DEDUCT \$ \_\_\_\_\_**

SECTION 00 43 13 – BID FORM – ADDENDUM #1

If notified of the acceptance of this bid or any Alternate within one hundred twenty (120) days after the date fixed for the opening of the bid, the undersigned agrees to execute and deliver the specified Contract and Contractor's Bond within ten (10) days. The undersigned agrees, if awarded the Contract within one hundred twenty (120) days from the fixed date for opening of the bids, to faithfully and properly complete the whole work within the specified time, consistent with the best interest of the Owner, the safety of the public and in accordance with first-class workmanship.

The undersigned agrees that the Owner may retain the sum of money specified as "Liquidated Damaged" as indicated within the Contract Documents, from the amount of compensation to be paid the undersigned for each calendar day that work remains uncompleted and unaccepted after the maximum duration of time for the work to be completed. This amount is agreed upon as the proper measure of liquidated damages, which the Owner sustains per day by failure of the undersigned to complete the work in the stipulated time and is not to be construed in any sense as a penalty.

**Attached hereto is a Bid Bond, which shall not be less than five percent (5%) of the principal's bid, made payable to the Owner.**

The undersigned agrees, if awarded the Contract, to comply with all provisions regarding commencement, prosecution, completion and acceptance of the work as described in the above-mentioned Specifications, "Bid Form", Construction Contract and Performance Bond. If the undersigned fails to perform according to these documents, the Bid Bond shall be paid as liquidated damages for such failure; otherwise, the Bid Bond accompanying this proposal shall be returned to the undersigned.

**A Performance and Payment Bond, executed on AIA Document A312, will be required in the amount of one hundred percent (100%) of the Contract amount. Cost of bonds shall be included in the bid.**

It is agreed that the undersigned has completed and/or will comply with all requirements concerning licensing and with all other local, state, and national laws and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him and/or in the performance of the Work required there under.

By submission of this bid, the undersigned declares that the person or persons signing this proposal is/are authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof. Furthermore, each person signing on behalf of any bidder certifies, under penalty of perjury that, to the best of its knowledge and belief, each bidder is not on the list created pursuant to Section 11-57-310 of the South Carolina Code of Laws.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Name of Firm) (S.C. Contractor's License #)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Name & Title)

Minority Owned/Operated Contractor/Business? Yes \_\_\_ No \_\_\_ Certificate Number \_\_\_\_\_

**\*\*\* Be sure to include this page in your proposal \*\*\***

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The scope of work includes but is not limited to, all necessary surveying, demo, grading, paving, utility relocation, retaining wall, and signal modifications as indicated within the Construction Documents. All work shall adhere to current York County Roadway Standards and SCDOT requirements.

1.02 RELATED WORK

- A. Documents affecting work of this section include, but are not necessarily limited to, the contract documents, addenda and General Conditions.

1.03 SAFETY COMPLIANCE

- A. In addition to any detailed requirements of these specifications, the contractor shall meet the requirements of federal and state standards referenced in applicable publications, whichever is more restrictive. Matters of interpretation of these standards shall be submitted by the contractor to the respective administrative agency for resolution before starting work.

1.04 PRECAUTION AND SAFETY

- A. Accident Prevention and Safety: Comply with all applicable laws, ordinances, rules, regulations, and orders of governing authorities having jurisdiction for the safety of persons and property to protect them from damage, injury or loss. Erect and maintain, as required by conditions and progress of the work, all necessary safeguards for safety and protection, including fences, railings, barricades, lighting, posting of danger signs and other warnings against hazards. Where prevention of construction accidents is not regulated by code or ordinances, comply with AGC' s "Manual of Accident Prevention in Construction." Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. All scaffolds shall be built in accordance with all requirements of local, state and Federal laws and regulations.

1.05 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. ~~Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install, and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."~~
  - 1. ~~Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.~~
  - 2. ~~Store combustible materials in containers in fire safe locations.~~
  - 3. ~~Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access route for fighting fires.~~

## SECTION 01 11 00 – SUMMARY OF WORK - ADDENDUM #1

- ~~Prohibit smoking in hazardous fire exposure areas.~~
- ~~4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.~~
- ~~B. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.~~
- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements of erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
- D. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- E. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways, and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

### 1.06 COORDINATION OF WORK SEQUENCE

- A. Coordinate work for the various sections of the Specifications to ensure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- B. Verify characteristics that elements of interrelated operating equipment are compatible; coordinate work of various sections having interdependent responsibilities for installing, connection to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts and conduits, as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

1.07 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. The contract performance period shall be as follows:  
**Notice to Proceed: June 3, 2024**  
**Substantial Completion: July 25, 2025**
- B. Should the contractor fail to have all work completed within the time specified, the contractor shall be required to provide a rental cooler / freezer boxes and/or accessed Liquidated Damages in the amount of five hundred dollars (\$500.00) per calendar day until Substantial Completion is achieved. The Owner reserves the right to implement the additional financial cost shall be the

1.08 CONSTRUCTION PROGRESS SCHEDULE:

- A. Contractor shall provide a detailed bar chart (CPM Method) of his work clearly showing how his schedule integrates with the durations provided by other subcontractors and the total construction duration. This bar chart schedule must identify project critical path including all links between activities.
- B. Construction project schedule shall be updated and provided to the Construction Manager monthly.
- C. **In no event shall any Contractor work less than five (5) days per week. If a normal workday (Monday through Friday) is lost due to weather, it is expected that the Contractor work Saturday and/or Sunday to make up the lost day(s).**

1.09 REQUEST FOR EXTENSION DUE TO DELAYS:

- A. It is understood that the Owner, Construction Manager or Architect/Engineer shall not, in any event, be liable to the Contractor for delays of any kind whatsoever and the Contractor shall be fully responsible for making up lost time of all delays except to the extent that extensions of time are granted. If completion of the work is delayed by any act of neglect of the Owner, or by the Construction Manager or the acts of the Construction Manager or Architect/Engineer, by strikes or by other exceptional conditions over which the Contractor has no reasonable control, the time of completion shall upon receipt of the Contractor's written request, be extended by such period as the Construction Manager may consider reasonable. No extension shall be allowed unless a claim is presented in writing to the Construction Manager within seven (7) days after the commencement of such delay. In case of continued cause of delay, only one claim is necessary. Nothing in this clause shall be construed to release the Contractor from the obligation to perform at his own expense all overtime necessary to maintain the Contract completion date where delays have occurred which are not excused. If the Contractor, delayed by any acts of the Owner, Construction Manager, Architect/Engineer, is granted an extension of time by the Construction Manager, the Contractor shall comply with the extended schedule with no additional compensation from the Owner.



SECTION 01 11 00 – SUMMARY OF WORK - ADDENDUM #1

- B. Delays due to weather/precipitation. The following table shows the number of days, on average, per month, that it rained .1" or more in York County, SC, over a fifteen-year period.

January	6 days	July	6 days
February	6 days	August	6 days
March	6 days	September	5 days
April	6 days	October	4 days
May	6 days	November	5 days
June	5 days	December	6 days

- C. For the Contractor to claim an extension due to weather, there must have been at least .1" of precipitation that day or from a previous day, a critical path activity must have been affected and the Contractor and Construction Manager must agree that the day was unworkable. Critical Path activities are determined based on the updated monthly schedule provided by the Contractor for the month in question. If the Contractor fails to provide an updated schedule for the month that an extension is being requested, then the previous month's schedule shall be used. All days must be documented on a daily basis and agreed upon by the Construction Manager. The difference between the total actual unworkable days due to precipitation and the above days will be granted (if in excess). This extension must be formally requested once a month (with transmittal of Pay Application) for the extension to be granted. If a formal request is not made at the said time, the opportunity for extension request will not be granted.
- D. Per 1.0.1.C above, normal workdays lost due to weather shall be made up on the following Saturday and/or Sunday, as necessary, to complete the five (5) day work week requirement. If an extension request is made for lost day(s) and the Contractor failed to work the following Saturday and/or Sunday, weather permitting, to meet the 5 day requirement, the request will be reduced by the number of Saturdays and Sundays that should have been worked to complete the 5 day work week requirement.

1.10 TEMPORARY FACILITIES:

- A. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented, and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.

1.11 FINAL INSPECTION AND PUNCH LIST:

- A. The contract has an established contract completion date. In order to avoid the assessment of liquidated damages, the contractor shall request in writing to the Architect/Engineer a final inspection on or prior to the established completion date. The contractor shall certify that all construction/installation is complete and has been checked out and is operating as designed. The Architect/Engineer shall notify the Owner in writing that the job is ready for inspection.

- B. The Architect/Engineer, Construction Manager, contractor, and all sub-contractors associated with the construction/installation of the building equipment shall be present during the final inspection to demonstrate the proper operations of the equipment. Removal/replacement of necessary covers for inspection shall be conducted by the contractor.
- C. At the time of inspection, should the architect/engineer and Owner's Representatives determine that the construction/installation is less than 100% complete to the extent that a re-inspection will be required, the inspection will cease and a charge of five hundred dollars (*\$500.00*) will be assessed by the Owner against the Contractor, for costs associated with re-inspection requirements and for delays incurred as a result of failure to complete the punch list.

1.12 FINAL PUNCH LIST ITEMS:

- A. The contractor and sub-contractors shall have thirty (30) calendar days from the date of final inspection to complete the repair of any and all items listed on the final punch list.
- B. If the contractor or his sub-contractor fails to complete all items on the final inspection punch list within the allocated twenty one calendar days, liquidated damages in the amount specified by the contract will be assessed retroactive to the contract completion date and will continue until all items on the punch list are completed. (Only exception shall be by recommendation of the Architect/Engineer and/or Construction Manager, and approval by the Owner, that lack of completion was due to circumstances beyond the control of the contractor.)

END OF SECTION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. To provide adequate budget and bonding to cover items not precisely determined by Owner prior to advertising for bids, allow within the proposed contract amount the sums described below.

1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. Documents affecting work of this section include, but are not necessarily limited to, the contract documents, addenda, and General Conditions.

1.03 ESTABLISHED METHODS

- A. When a cash allowance is set for certain items or materials, it is understood that any savings under such allowance shall accrue to the Owner and if the material purchased costs more than the Allowance, such additional cost shall be borne by the Owner.

1.04 UNDESCRIBED ALLOWANCES

- A. Allowances and provisions not further described in these specifications will be specified and bid at a later date.
- B. Allowance shall include purchase and installation, delivery cost to the job, unloading, sales tax and overhead & profit to the General Contractor.
- C. After receipt of bids, as above mentioned, the successful subcontract shall become part of the scope of work of the general contractor at no additional cost to the Owner, except for the stipulated cash allowance as adjusted.
- D. This method is established to allow general contractor to control scheduling of subcontractor so as to meet established completion date.

1.05 OWNER PURCHASED ITEMS

- A. The responsibilities of the Contractor vary from item to item. Overall, the Contractor is responsible for coordination and scheduling of all items to be installed. On certain specific items he is responsible for installation and protection of the finished product. On others, he is responsible for coordination of all rough-in. For items purchased by the Owner and installed by the successful bidder that require electrical, mechanical, and plumbing connections, the Contractor is responsible for coordinating the necessary provisions.
- B. The Owner is responsible for furnishing the agreed upon items in a timely fashion. The names of all successful bidders shall be provided to the contractor. The Contractor and successful bidders shall be responsible for scheduling and delivery of all Owner furnished items.

SECTION 01 21 13 – CASH ALLOWANCES – ADDENDUM #1

PART 2 PRODUCTS

2.01 SINGLE PRIME CONTRACT

**1. General Contingency \$150,000**

NOTE: The unused portion of all allowances, including overhead and profit, will be credited back to the owner through a deductive change order.

PART 3 EXECUTION

3.01 PROCEDURE

- A. After receipt of bids, as above mentioned, the successful subcontractor shall become part of the scope of work of general contractor at no additional cost to the Owner, except for the stipulated cash allowance as adjusted.
- B. Mark up of Allowance items (equipment, rental, labor, subcontracts or other) will not be allowed by the Contractor at the time of Allowance use. This includes the assignment of contracts or change requests (change conditions) whether initiated by the Owner, Contractor or any other party. The Contractor should include markup of the Allowance with the lump sum bid.**
- C. This method is established to allow contractors to control scheduling of subcontractors in order to meet established completion date.

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements for unit prices.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions.

1.03 GENERAL DESCRIPTION

- A. A unit price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities or Work required by the Contract Documents are increased or decreased beyond those included in the Allowances.
- B. The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the kinds called for.
- C. Refer to individual Specification Sections for construction activities requiring the establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections and as listed on the Bid Form.
  - 1. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves the use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification sections shall govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect, Construction Manager and third party surveyor/inspection firm.

1.05 PAYMENT

- A. Payment for work governed by Unit Prices will be made on the basis of the actual measurements and quantities of work accepted by the Architect or Construction Manager multiplied by the Unit Price.
- B. Payments will be deducted from Allowances described in this Section, Cash Allowances or identified on the Bid Form that are to be included in the Contractor's bid.

SECTION 01 22 00 UNIT PRICES – ADDENDUM #1

1.06 SCHEDULE OF UNIT PRICES

1. Unsuitable Soil (Offsite): Remove and replace soil with available suitable material imported from nearby FMSD site located at 392 Gold Hill Rd., Fort Mill, SC 29715. Unsuitable soil shall be exported off-site.
  - a. **INCLUDE 1,000CY in Base Bid.**
  
2. Unsuitable Soil (Offsite): Remove and replace soil with suitable material imported from off-site. Unsuitable soil shall be exported off-site.
  - a. **INCLUDE 1,000CY in Base Bid.**
  
3. Mass Rock: Remove rock and export waste off-site. Replace with suitable imported soils (structurally if required).
  - b. **INCLUDE 500CY in Base Bid.**
  
4. Trench Rock: Remove rock and export waste off-site. Replace with suitable imported soils (structurally if required).
  - c. **INCLUDE 100CY in Base Bid.**

END OF SECTION