



Town of Bluffton
Public Notice
Invitation for Bid (IFB # 2018-63)
184 BLUFFTON ROAD DEMOLITION & SITE IMPROVEMENTS

The Town of Bluffton is soliciting competitive sealed bids from experienced and qualified firms to **remove two (2) buildings, store its structural members, as well as disposal of all man made material associated with the buildings.** The project is located at 184 Bluffton Road, Bluffton, SC 29910.

The firm must be able to provide all of the required documents; meet the minimum qualifications; and provide proof of positive past performances to be considered a responsive and responsible bidder.

This solicitation and its associated documents can be downloaded through the Town's website (<http://www.townofbluffton.sc.gov/finance-administration-department/purchasing-center>), then by clicking on the Bid Opportunities icon; or it can be directly found at the following link:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cd067191-8742-412f-a4dd-f56456474808>.

Sealed bids, including all the required documents, are due by **2:00** (Local Time) on **5/2/2018** at Town Hall, 20 Bridge Street, Bluffton, South Carolina 29910. Packages in which bids are submitted should be clearly marked as follows: **(IFB # 2018-63) - 184 BLUFFTON ROAD DEMOLITION & SITE IMPROVEMENTS**

Offerors must submit one (1) original and (3) of additional copies desired copies by the stated deadline.

All questions regarding this solicitation should be emailed to Charles Savino at csavino@townofbluffton.com, or faxed to their attention at 843-706-4533. The last day for questions regarding this IFB is **4/25/2018**.



INVITATION FOR BID

IFB 2018-63

184 BLUFFTON ROAD DEMOLITION & SITE IMPROVEMENTS

The Town of Bluffton is soliciting competitive sealed bids from experienced and qualified firms to **Remove Two (2) Buildings, Store its Structural Members, as well as Disposal of all man made material associated with the buildings.** The project is located at 184 Bluffton Road, Bluffton, SC 29910.

The general scope of the improvements includes the following:

1. Removal and disposal of all man made material associated with the buildings including slabs, all underground piping and electrical conduits, walks, moisture barriers, patios, parking areas, fencing, signs, timber cross ties and trees as shown on demolition plan.
2. Take down and store all columns, beams, purlins, associated nuts and bolts, braces, and other associated structural members that comprise the buildings' structural make up.
3. Remove and dispose of all roofing, siding, internal and external electrical conduit, internal and external building equipment, including but not limited to doors, insulation, windows, air conditioners, associated ducts, and any other man made material located inside or on the property deemed unwanted by the Town
4. A Plan outlining how the Contractor intends to perform the work shall be submitted and approved prior to any work commencing.
5. Tree & Stump Removal.
6. Site Grading.
7. Erosion Control & Hydro Seeding for Stabilization

The firm must be able to provide all of the required documents; meet the minimum qualifications; and provide proof of positive past performances to be considered a responsive and responsible bidder.

Submittal of Sealed Bids:

Sealed bids shall be received by or prior to:

2:00 p.m. on Wednesday, May 2, 2018

Located at: 20 Bridge Street, Bluffton, South Carolina 29910

In the Temporary Trailers behind the Town Hall

The closing date and time shall be scrupulously observed. Packages containing submittals shall be presented as

such that they may be easily identified. The outside of the package shall be identified as follows:

**IFB # 2018-63
184 Bluffton Road Site Improvements
Attn: C Savino**

Packages containing submittals and being delivered by postal, freight carrier, courier or in person shall be sent to:

**Town of Bluffton
20 Bridge Street
Bluffton, South Carolina 29910**

Public Opening of Sealed Bids:

Due to the renovation of Town Hall and the inability to provide proper accommodations for all participants and attendees of the public opening, the public opening will be held immediately following the deadline and at the address, on the date and time specified below:

2:15 p.m. on Wednesday, May 2, 2018

**Rotary Community Center / Oscar Frazier Park
11 Recreation Court
Bluffton, South Carolina 29910**

No packages will be accepted at the Public Opening location. Packages must be submitted to the Town Hall location prior to the deadline to be considered. Packages mailed or hand delivered to the Rotary Community Center will be rejected.

The names of the firms submitting qualifications packages will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

Late Submittals:

Under no circumstances shall qualifications statements be delivered after the time specified; such submittals will be returned unopened to the submitting firm. The Town will not be responsible for late deliveries or delayed mail. It is the firm's sole responsibility to assure that his/her submittal is complete and delivered at the proper time and place prior to the deadline. Submittals which for any reason are not delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable.

SOLICITATION TERMS and CONDITIONS

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed bids and to waive any technicalities and formalities. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

Bidders Responsibility:

While the Town has used considerable efforts to ensure an accurate representation of information in this IFB, each prospective Bidder is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this IFB.

Before submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of a contract and to verify any representations made by the Town upon which the Bidder will rely. If the Bidder receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief.

A Bidder, by submitting a bid represents that the Bidder has read and understands the Request for Bids requirements and its response is made in accordance therewith and that the Bidder is familiar with the local conditions under which the awarded Bidder must perform.

It is incumbent upon each prospective Bidder to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing in accordance with procedures set forth herein. The Town will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

Questions and Inquiries:

Questions and inquiries must be received seven (7) calendar days prior to the submittal due date. Replies considered necessary or critical to the solicitation will be issued through an addendum within the Bid Opportunities section of the Town's website at www.townofbluffton.sc.gov. It is the Bidder's responsibility to check the website periodically to determine if an addendum has been issued. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by potential firms in submitting their qualifications statement. Receipt of all addenda shall be acknowledged by the firm signing and enclosing said addendum acknowledgement with their bid.

Questions and inquiries regarding this solicitation shall be submitted to:

Charles Savino
Town of Bluffton
csavino@townofbluffton.com

Restricted Discussions:

All prospective Bidders are hereby instructed not to contact any member of the Town of Bluffton Council, the Town Manager or Town of Bluffton staff members, other than the noted contact person OR the Town's Purchasing Administrator regarding this IFB or their response at any time during the IFB process. Any such contact shall be cause for rejection of your submittal

Opening of Bids:

The receipt and opening of packages containing bids shall be public, at the address, on the date and time specified above. The closing date and time shall be scrupulously observed. All bid packages that have been timely accepted by the Town will be formally opened and accepted for consideration. The names of the firms submitting a bid package will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

Late Submittals:

Under no circumstances shall bids be delivered after the time specified; such submittals will be returned unopened to the submitting firm. The Town will not be responsible for late deliveries or delayed mail. It is the firm's sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the said opening. Submittals which for any reason are not delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable.

Acceptance / Rejection:

The Town reserves the right to accept or reject any or all bids. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a bid does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the bids compared to the specific requirements and qualifications of a firm as contained and described in this document.

Public Record:

A bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. A firm that cannot agree to this standard should not submit a bid.

Award:

Award will be made to the lowest responsive and responsible Bidder. The Town reserves the right to consider criteria, such as, but not limited to, cost, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Attachments:

1. Bid Response Form;
2. Sample Contract;
3. Scope of Work; and
4. Location Map
5. Demolition Plan



IFB 2018-63
184 BLUFFTON ROAD DEMOLITION & SITE IMPROVEMENTS
BID FORM

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184 Bluffton Road - Exhibit A - Date: 4/2/2018

GENERAL PROVISIONS					
Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1.00	LS		\$ -
2	Project Management and Coordination	1.00	LS		\$ -
3	Bonds & Insurance	1.00	LS		\$ -
4	Silt Fence (Install/Maint/Remove)	800.00	LF		\$ -
5	Tree Protection	100.00	LF		\$ -
Sub-Total, GENERAL PROVISIONS					\$ -
BUILDING DEMOLITION					
Item	Description	Quantity	Units	Unit Price	Total
1	Rem. & Disp. Building Siding & Roof (inc Insulation)	2.00	EA		\$ -
2	Rem. & Disp. Building Fixtures (Interior & Exterior)	2.00	EA		\$ -
3	Take Down & Store Buildings	2.00	EA		\$ -
4	Cut & Cap Water & Sewer Connections	4.00	EA		\$ -
Sub-Total, DEMOLITION					\$ -
TOTAL BASE BID					\$ -
BID ALTERNATES					
Item	Description	Quantity	Units	Unit Price	Total
Alternate 1 - Tree Removal					
1	Remove Trees & Stumps	15	EA		\$ -
4	Rem. & Disp. Concrete & Wooden Wheel Stops	15	EA		\$ -
Sub-Total Tree Removal					\$ -
Item	Description	Quantity	Units	Unit Price	Total
Alternate 2 - Site Demo					
1	Rem. & Disp. Asphalt Parking	450	SY		\$ -
2	Rem. & Disp. Gravel/Shell Parking	675	SY		\$ -
3	Rem. & Disp. Concrete & Slabs	7,800	SF		\$ -
Sub-Total Site Demo					\$ -
Item	Description	Quantity	Units	Unit Price	Total
Alternate 3 - Site Grading					
1	Borrow Excavation (Inc. Material & Haul)	300	CY		\$ -
2	Site Grading	1	AC		\$ -
3	Hydro Seed Site	1	AC		\$ -
Sub-Total Site Grading					\$ -
Item	Description	Quantity	Units	Unit Price	Total
Alternate 4 - Building Demo - Town Does Not Retain					
1	Rem. & Disp. Building Siding & Roof (inc Insulation)	2.00	EA		\$ -
2	Rem. & Disp. Building Fixtures (Interior & Exterior)	2.00	EA		\$ -
3	Take Down & Dispose	2.00	EA		\$ -
4	Cut & Cap Water & Sewer Connections	4.00	EA		\$ -
5	Credit to Town for Buildings	2.00	EA		\$ -
Sub-Total, DEMOLITION Alt					\$ -
Sub-Total, TREE REMOVAL, SITE DEMO, EARTHWORK, DEMO ALTERNATE					\$ -
TOTAL BASE BID & ALTERNATES					\$ -

Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum shown in the schedule above. The unit prices provided above shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work required and shall be in effect for 90 days following the bid opening. Bidder understands that the Town reserves the right to reject any or all bids and to waive any informalities in the bidding process.

CONTRACTOR: _____

Owner/Manager: _____

Signature: _____

Telephone Number: _____

Business License #: _____

Date: _____

Contractor exceptions: _____

Bidder has examined and carefully studied the Bidding Documents and the following addendum receipt of which is hereby acknowledged:

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Approximate Location 184 Bluffton Road Site



Town of Bluffton
Created on February 21, 2018
0 10 20 40 Yards

184 Bluffton Road Demolition Plan

MC Riley Sports Complex

MC Riley Sports Complex

Trees & Stumps in this General Area to be cut Down & Removed From Site. Verify with Owner Prior to Removal

Building B - To be Removed & Stored

Building A - To be Removed & Stored

Asphalt Paving & Base to be Removed (Typical)

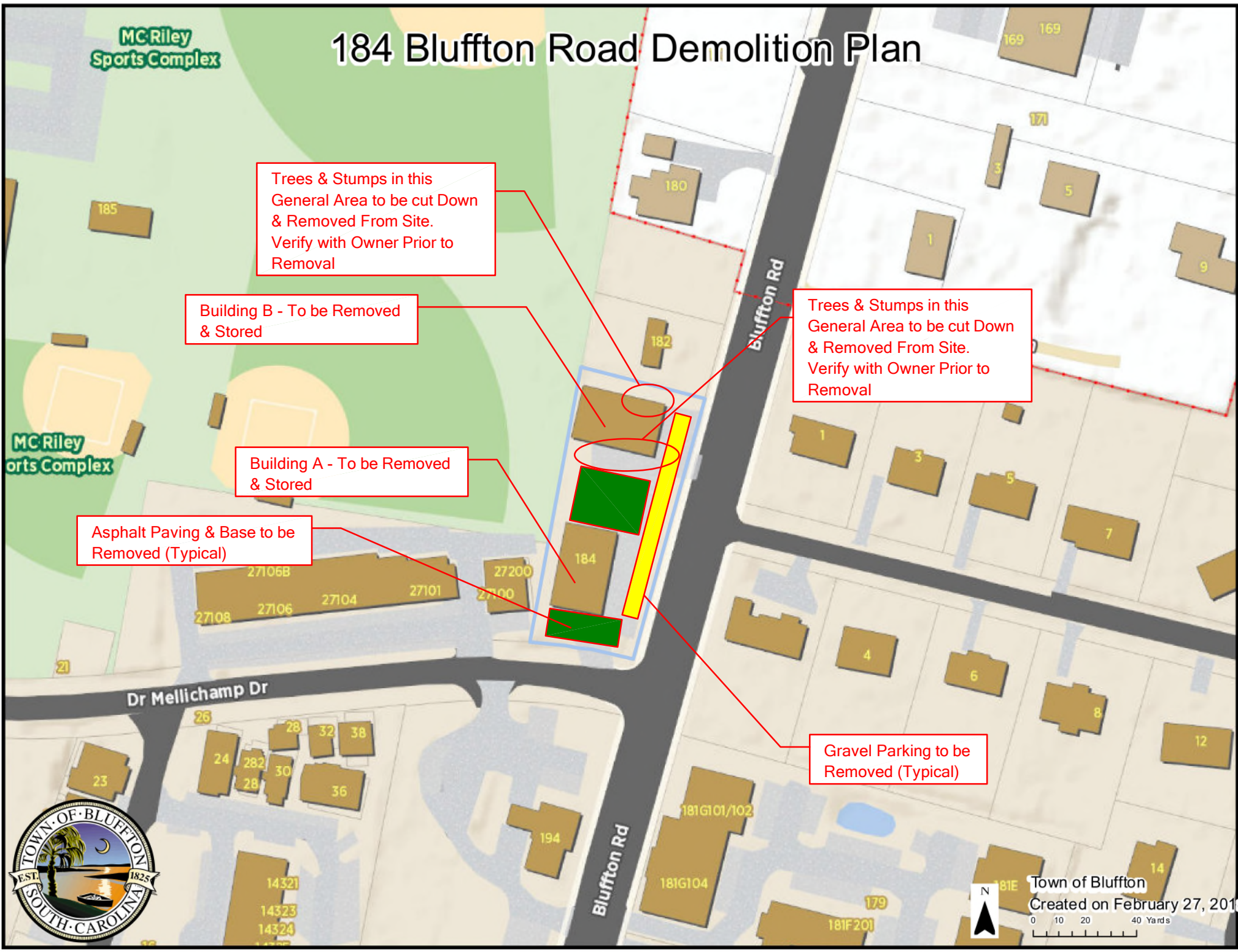
Trees & Stumps in this General Area to be cut Down & Removed From Site. Verify with Owner Prior to Removal

Gravel Parking to be Removed (Typical)

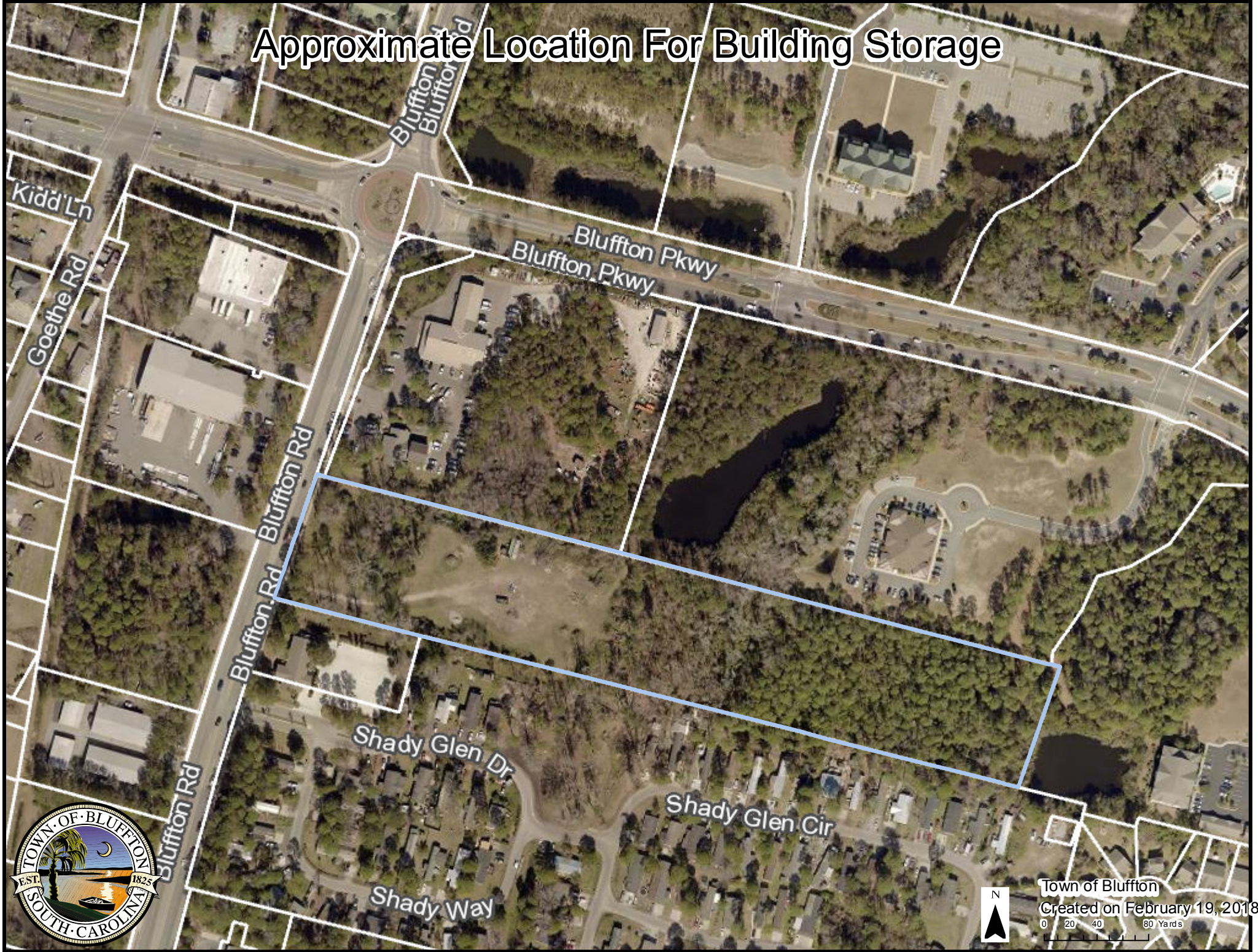


Town of Bluffton
Created on February 27, 2018

0 10 20 40 Yards



Approximate Location For Building Storage



Town of Bluffton
Created on February 19, 2018
0 20 40 80 Yards

TOWN OF BLUFFTON AGREEMENT
Contract Number 2018-63

COUNTY OF BEAUFORT

STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the ____ of _____, 2018 between <Contractor> (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires to demolish two (2) buildings and remove all manmade material on the site; and

WHEREAS, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. **Services/Schedule:** The Contractor shall perform services per the attached scope of work in "Attachment 1". The duration for this work shall be 30 days for the base bid. An additional 15 days may be granted based upon the amount of alternates accepted. Failure to complete the Work in the allotted time will result in liquidated damages to be assessed against the Contractor totaling \$100.00 per day for each day work goes past the allotted time.
2. **Deliverables:** The deliverables resulting from execution of the above mentioned work shall be for all labor equipment and materials needed to complete the scope and or alternates listed in "Attachment 1".
3. **Fees:** The total cost of these services shall be per "Attachment 2".
4. **Invoicing:** The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable. The invoice should reference contract number 2018-63. Approved invoices shall be paid within 30 days upon receipt of invoice in the Finance Department.
5. **General Terms and Conditions:**
 - a. The Contractor shall be required to maintain the appropriate amounts and coverages of insurance for general liability, auto liability, and workers compensation as identified in "Attachment 1" for the entire length of the agreement. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The Contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
 - b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
 - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.
 - d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
 - e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list

of all Sub-Contractors and to immediately notify the Town of any changes. Use of non-licensed Sub-Contractors is grounds for termination.

- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The Contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

<CONTRACTOR NAME>

TOWN OF BLUFFTON

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Position: _____

Position: _____

Witnesses: _____

Witnesses: _____

Attachments:

- 1. Exhibit A – Scope of Work
- 2. Exhibit B – Price Schedule (Bid Form)



TOWN OF BLUFFTON
SCOPE OF WORK – EXHIBIT “A”
FOR
184 BLUFFTON ROAD DEMOLITION & SITE IMPROVEMENTS

I. GENERAL

- A. The Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the State of South Carolina and hold a current and valid Town of Bluffton Business License.
- B. The Contractor shall assume full responsibility for damage to Town property caused by the Contractor's employees or equipment as determined by designated Town personnel.
- C. The Contractor shall be solely responsible for the safety of the Contractor's employees and others relative to the Contractor's work, work procedures, material, equipment, transportation and related activities and equipment.
- D. The Contractor shall obtain all permits required by the Town to perform the services of this Agreement.
- E. This is a non-exclusive agreement. The Town may now or hereafter enter into agreements with other Contractors for similar or like services.
- F. Services to be provided shall be performed by personnel directly employed by the Contractor. Under no conditions shall any work specified be subcontracted without the Town's prior approval. Pre-approved Sub-Contractor's shall be accompanied by and under the direct supervision of the Contractor at all times.
- G. All sub-Contractors must be pre-approved in writing by the Town. The Contractor shall provide the Town with three (3) references for each sub-Contractor for similar work done within the past three-(3) years. All sub-Contractors must have a Town Business Licenses, as well as proper insurance and licenses.
- H. The Contractor shall ensure that the required services specified in this contract, meet the quality standards outlined therein. All work performed under this contract shall be consistent with best industry practices, to assure adequate protection of Town assets and configurations.

- I. All work shall be performed according to best industry standards as adopted by the State of South Carolina and to the complete satisfaction of the Town.
- J. All work shall be scheduled at the convenience of the Town as not to interfere with Town's conduct of business.
- K. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to OSHA, MOSHA, etc. All work being performed for and/or on Town property shall fully conform to all local, state and federal safety regulations.
- L. A *non-mandatory* pre-bid meeting will be held onsite on 4/12/2018 at the project site beginning at 10am and concluding at 11:30am.

II. SCOPE OF SERVICES

The successful Contractor shall provide all labor, materials and equipment necessary to remove two (2) buildings as well as dispose of associated items located at 184 Bluffton Rd, Bluffton South Carolina 29910.

- A. The scope of work in the base bid to include the complete removal and disposal of all **man made** material associated with the buildings including slabs, all underground piping and electrical conduits, walks, moisture barriers, patios, parking areas, fencing, signs, timber cross ties and trees as shown on demolition plan. The entire site shall be checked with a magnetic device to ensure all metal objects associated with the building or its demolition have been picked up and properly disposed. The site shall be filled, graded to drain, raked clean of roots and debris and hydro seeded for stabilization.
- B. The removal of the buildings in the base bid are as follows. The Contractor shall removal and dispose of all roofing, siding, internal and external electrical conduit, internal and external building equipment, including but not limited to doors, insulation, windows, air conditioners , associated ducts, and any other man made material located inside or on the property deemed unwanted by the Town. The contractor shall **take down and store** all columns, beams, purlins, associated nuts and bolts, braces, and other associated structural members that comprise the buildings' structural make up. These items shall be labeled, bound as necessary, stacked on dunnage, and stored at the Town of Bluffton's yard located at 115 Bluffton Road, Bluffton South Carolina, 29910. Exact storage location on the property will be coordinated with the Town of Bluffton Project Manager.
- C. Variations of the scope listed in Item 1 and Item 2 are shown as Alternates in the Bid Items. Any combination of the alternates or items with in the alternates may be chosen by the Town based upon available funds and the type of work desired to have completed.
- D. A Plan outlining how the Contractor intends to perform the work shall be submitted and approved prior to any work commencing. The Town intends for this work to occur during day

time work hours. Any night time or weekend work will need prior approval from the Town. Plans should include the type of equipment to be used, safety measures to be taken, times work will occur, a schedule indicating durations for the activities, as well as plans to protect the structural members of the buildings while executing the work.

- E. Disposal of any and all materials found on the site shall be done in compliance with any and all Federal, State, and Local regulations.
- F. Contractor shall be responsible to call 811 Utility Underground Locate services to ensure utilities are located. Contractor will be responsible to coordinate the water/sewer service is turned off prior to beginning of work.
- G. All work shall be performed according to the standards of the building code as adopted by the State of South Carolina and to the complete satisfaction of the Town. The Contractor will be responsible for any applicable fees associated with work, including but not limited to disposal fees, permits (local or state), as well as inspections. The Contractor shall be responsible for advising the Town when a permit or inspection is needed. The Contractor shall schedule any needed inspections.
- H. All work shall be scheduled at the convenience of the Town as not to interfere with Town's conduct of business.
- I. The Contractor shall not subcontract any portion of the work required under this contract without prior approval from the Town. All work must be performed by the Contractor's work forces unless otherwise approved.
- J. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained around all areas where work is occurring as well as where equipment and materials are stored and used. All work being performed for and/or on Town property shall fully conform to all local, state and federal safety regulations.
- K. It shall be the responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The Town shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- L. The Contractor shall obtain the permission of the Project Manager regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the schedule for that location. The Town shall not accept responsibility for losses of material or equipment regardless of approval to store in any of the Town's facilities or grounds.
- M. All work areas shall be kept in orderly condition, free of unnecessary material and equipment. All debris shall be picked up and hauled away by the Contractor. No additional charge for

hauling away debris shall be permitted under the contract. Cost for hauling debris associated with the project shall be included in the Bid Items provided here in.

- N. Warranty - The contractor agrees that the goods or services furnished shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation. At a minimum, all materials, equipment and labor shall be fully guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of each project by the Town in writing. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the contractor to the Town and Home Owner's satisfaction, at no cost to the Town or the Home Owner and shall be subject to the provisions of this clause to the same extent as materials initially delivered.
- O. Work Site Damages - Any damage to existing utilities, equipment or property resulting from the performance of this contract shall be repaired to the Town's satisfaction at the contractor's expense.
- P. Superintendence by Contractor - The contractor shall have a competent foreman or superintendent, satisfactory to the Owner, on the job site at all times during the progress of the work. Prior to work starting, the Contractor shall provide the Town's Project Manager with the supervisors contact information. The Supervisor shall be readily available to communicate with the Project Manager at any time during the project. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the Town, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- Q. Contractors Conduct - Employees of the contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractor shall require that their employees to be courteous at all times and not to use loud or profane language. Contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract.
- R. Damages - The Contractor shall be responsible for damage or injury to property during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in the method of executing the Work or attributable to defective Work or materials. This responsibility shall not be released until final acceptance of the Project by the Town of Bluffton. When direct or indirect damage is done to property by or on account of any act, omission, neglect or misconduct in the method of executing the Work or in consequence of the non-execution

thereof on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding or restoring, as may be directed by the Town.

- S. Restoration - Proper notice shall be given to the Town of any expected inconvenience or hazardous condition. Road surfaces adjacent to the work site that have been soiled by the Contractor shall be cleaned of soil with mechanical brooms upon request by the Town and at the end of the project. All surplus materials shall be disposed of in a manner acceptable to the Town, and the construction area shall be left in a neat condition. No machinery or equipment shall be left or stored on the job site after the project is completed. If the Town determines that inadequate progress is being made with the restoration, he may shut down the Contractor's operation until the restoration is caught up with the work.
- T. Date of Commencement and Completion – The date of commencement for the project shall be established in a written Notice to Proceed issued by the Town. Work under the Contract shall be completed within the time frame established in the Notice to Proceed.
- U. Discrepancies - The Contractor shall immediately report to the Owner, in writing, any discrepancies found between the Contract Documents and site conditions or any inconsistencies or ambiguities in the Contract Documents. The Town shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

III. INSURANCE

The Contractor shall at all times maintain the following minimum amounts and coverages of insurance during the contract:

Workers Compensation – The Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability.

Additional Insured Requirements – Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as Additional Insured with a CG 2026- Designated Person or Organization endorsement, or similar endorsement, to its'

Professional Liability. The name for the Additional Insured endorsement issued by the insured shall read "Town of Bluffton", a municipality of the State of South Carolina, its officers, employees and agents along with the Contract and/or Bid number. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina.

IV. INVOICING AND PAYMENT

The Town does not prepay for materials, work or services provided. The Town shall make payment to the Contractor for all services provided by the Contractor pursuant to this Agreement. The Contractor shall submit a written invoice, with a copy to the Project Manager, for services rendered and the Town shall pay the approved invoiced fee within thirty (30) days after receipt of the approved invoice by the Town's Finance Department.

Paper Invoices shall be submitted to: Town of Bluffton
Attn: Accounts Payable Department
20 Bridge Street
Bluffton, SC 29910

Electronic Invoices may be submitted to: invoice@townofbluffton.com

184 Bluffton Road - Exhibit B

DATE:

4/2/2018

BY: CES
JOB: 00064

GENERAL PROVISIONS

Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1.00	LS		\$ -
2	Bonds and Insurance	1.00	LS		\$ -
3	Project Management and Coordination	1.00	LS		\$ -
4	Silt Fence (Install/Maint/Remove)	800.00	LF		\$ -
5	Tree Protection	100.00	LF		\$ -
Sub-Total, GENERAL PROVISIONS					\$ -

BUILDING DEMOLITION

Item	Description	Quantity	Units	Unit Price	Total
1	Rem. & Disp. Building Siding & Roof (inc Insulation)	2.00	EA		\$ -
2	Rem. & Disp. Building Fixtures (Interior & Exterior)	2.00	EA		\$ -
3	Take Down & Store Buildings	2.00	EA		\$ -
4	Cut & Cap Water & Sewer Connections	4.00	EA		\$ -
Sub-Total, DEMOLITION					\$ -

TOTAL BASE BID

\$ -

BID ALTERNATES

Item	Description	Quantity	Units	Unit Price	Total
Alternate 1 - Tree Removal					
1	Remove Trees & Stumps	15	EA		\$ -
4	Rem. & Disp. Concrete & Wooden Wheel Stops	15	EA		\$ -
Sub-Total Tree Removal					\$ -

Item	Description	Quantity	Units	Unit Price	Total
Alternate 2 - Site Demo					
1	Rem. & Disp. Asphalt Parking	450	SY		\$ -
2	Rem. & Disp. Gravel/Shell Parking	675	SY		\$ -
3	Rem. & Disp. Concrete & Slabs	7,800	SF		\$ -
Sub-Total Site Demo					\$ -

Item	Description	Quantity	Units	Unit Price	Total
Alternate 3 - Site Grading					
1	Borrow Excavation (Inc. Material & Haul)	300	CY		\$ -
2	Site Grading	1	AC		\$ -
3	Hydro Seed Site	1	AC		\$ -
Sub-Total Site Grading					\$ -

Item	Description	Quantity	Units	Unit Price	Total
Alternate 4 - Building Demo - Town Does Not Retain					
1	Rem. & Disp. Building Siding & Roof (inc Insulation)	2.00	EA		\$ -
2	Rem. & Disp. Building Fixtures (Interior & Exterior)	2.00	EA		\$ -
3	Take Down & Dispose	2.00	EA		\$ -
4	Credit to Town for Buildings	2.00	EA		\$ -
Sub-Total, DEMOLITION Alt					\$ -

Sub-Total, TREE REMOVAL, SITE DEMO, EARTHWORK, DEMO ALTERNATE					\$ -
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TOTAL BASE BID & ALTERNATES					\$ -
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