



## INVITATION FOR BID

**IFB # 2019-23**

### **Buck Island-Simmons ville (BIS) Sidewalk Expansion, Phase IV**

The Town of Bluffton is soliciting competitive sealed bids from experienced and qualified firms to install approximately 1,900 linear feet of public sidewalk along Buck Island Road from the intersection of Buck Island and Simmons ville Roads south to Jennifer Court. Installation shall include crosswalks and a boardwalk.

The general scope of services includes the following:

1. Mobilization
2. Clearing and demolition
3. Erosion and sediment control
4. Storm drainage
5. Paving and grading

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.

Schedule quote shall not exceed 90 days duration from the date of the Notice to Proceed.

Upon notification of award, the successful bidder will immediately request Payment and Performance bonds for 100% of the agreed-upon price.

**Submittal of Sealed Bids:**

Sealed bids shall be received by or prior to:  
**12:00 pm, Friday, December 21, 2018**

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 # 2019-23**  
**BIS Sidewalk Expansion, Phase IV**  
**Attn: Mark Maxwell**

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:

**12:15 pm, Friday, December 21, 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 timely. Replies will be issued through an addendum within the Bid Opportunities section of the Town's website at [www.townofbluffton.sc.gov](http://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 as follows:

**Due 4:00 pm, Friday, December 7, 2018**

**Email to Mark Maxwell at [mmaxwell@townofbluffton.com](mailto:mmaxwell@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. Signed Bid Form
2. Quantities for BIS Neighborhood Sidewalks, Phase 4
3. Special Conditions
4. Performance and Payment Bond templates
5. Sample Contract
6. Technical Specifications
7. Site Plans
8. South Carolina Department of Transportation Special Provisions



**IFB # 2019-23**  
**Buck Island-Simmons ville (BIS) Sidewalk Expansion, Phase IV**

**SIGNED BID FORM**

Cost	Schedule		
	Estimated Start	Estimated Completion	Total Number of Work Days
\$			

CONTRACTOR: \_\_\_\_\_  
Owner/Manager: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Business License #: \_\_\_\_\_  
Date: \_\_\_\_\_

This bid is in effect for 90 days following bid opening.

**Quantities for BIS Neighborhood Sidewalks, Phase 4**

Site Work



Date:  
10/22/2018

**CLEARING AND DEMOLITION**

Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS		\$ -
2	Testing Services	1	LS		\$ -
3	Traffic Control	1	LS		\$ -
4	Dry Utility Relocation Allowance	1	LS		\$ -
5	Remove Existing Asphalt/ Concrete	60	SY		\$ -
6	Relocation of Fences, Mailboxes, and Shrubs	1	LS		\$ -
7	SW Pipe Removal	160	LF		\$ -
8	Tree Removal	8	EA		\$ -
<b>CLEARING &amp; DEMOLITION, TOTAL</b>					<b>\$ -</b>

**EROSION CONTROL**

Item	Description	Quantity	Unit	Unit Price	Total
1	Silt Fence	1830	LF		\$ -
2	Sediment Control	1	LS		\$ -
3	Tree Protection Fencing	370	LF		\$ -
4	Turf Reinforcement	120	SY		\$ -
5	Dust Control	1	LS		\$ -
6	Temporary Seeding	1920	SY		\$ -
7	Permanent Seeding	1920	SY		\$ -
8	Rock Check Dam	4	EA		\$ -
9	Concrete Washout	1	EA		\$ -
10	Sediment Tubes	18	EA		\$ -
<b>EROSION CONTROL, TOTAL</b>					<b>\$ -</b>

**STORM DRAINAGE**

Item	Description	Quantity	Unit	Unit Price	Total
1	Junction Box @ Existing 18" Pipe End	1	EA		\$ -
2	15" RCP	190	LF		\$ -
3	18" RCP	37	LF		\$ -
4	Grade Swale	900	LF		\$ -
<b>STORM DRAINAGE, TOTAL</b>					<b>\$ -</b>

**PAVING**

Item	Description	Quantity	Unit	Unit Price	Total
1	2" Asphalt Paving (Driveway Rebuild)	150	SY		\$ -
2	6" GABC (Driveway Rebuild)	150	SY		\$ -
3	Detectible Warning Pad	6	EA		\$ -
4	Thermo-Plastic Stop Bar	2	EA		\$ -
5	5' Wide Wooden Boardwalk	46	LF		\$ -
6	Reinforced Concrete Abutment to Boardwalk	2	EA		\$ -
7	4" Concrete Sidewalk (Unreinforced)	945	SY		\$ -
8	6" Concrete Sidewalk (at crossings)	45	SY		\$ -
9	Signage	1	LS		\$ -
10	Crosswalk Striping	3	EA		\$ -
<b>PAVING, TOTAL</b>					<b>\$ -</b>

**SUB-TOTAL \$ -**

**Assumptions**

No offsite improvements are included outside of the proposed project limits of disturbance. All excavated materials are suitable for replacement and existing subgrade is suitable for use under sidewalks.

**Exclusions**

Removal/Replacement of unsuitable subgrade materials, landscaping & irrigation, site lighting, decorative signage, site furnishings and decorative hardscapes.

## PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):      SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

### CONTRACT

Effective Date of Agreement:  
Amount:  
Description (Name and Location):

### BOND

Bond Number:  
Date (Not earlier than Effective Date of Agreement):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

#### **CONTRACTOR AS PRINCIPAL**

Contractor's Name and Corporate Seal  
By:  
Signature  
Print Name/Title

Attest:  
Signature  
Title

#### **SURETY**

Surety's Name and Corporate Seal  
By:  
Signature (Attach Power of Attorney)  
Print Name/Title

Attest:  
Signature  
Title

Note: Provide execution by additional parties, such as joint ventures, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

2.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:



1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

## PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):      SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

### CONTRACT

Effective Date of Agreement:

Amount:

Description (Name and Location):

### BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Attorney)

Print Name/Title

Print Name/Title

Attest:

Attest:

Signature

Signature

Title

Title

Note: Provide execution by additional parties, such as joint ventures, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 11) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

7. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

8. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

13. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. Definitions

14.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

14.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

14.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

**IFB # 2019-23**  
**Buck Island-Simmons ville (BIS) Sidewalk Expansion, Phase IV**

**SPECIAL CONDITIONS**

1. INSURANCE REQUIREMENTS

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

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 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 claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability (for Professional Services only) – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

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 as follows:

***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

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.

2. COMMUNICATION

Ward Edwards Engineering has responsibility as the Project Engineer, but all direction to the Contractor shall be from the Town.

### 3. ENVIRONMENTAL IMPACT

The Contractor shall conduct all his operations so as to minimize, to the greatest extent possible, adverse environmental impact.

- a) Noise.  
All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels. In addition, operation of equipment and machinery shall be limited to daylight hours, except with the permission of the Owner, based on critical need for the operation.
- b) Dust/Smoke.  
All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions. Burning operations will not be allowed by the owner or appropriate regulatory agency.
- c) Traffic.  
Trucks carrying spoil, fill, concrete or other material shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.
- d) Siltation.  
All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is leaving the Owner's property. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins.

### 4. CONSTRUCTION STAKING

The Project Engineer will provide digital base files to establish benchmarks and baselines of the drawings for horizontal and vertical control at the site of the work.

From the baselines and benchmarks established by the Project Engineer, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work prescribed in the specifications or on the Contract Plans, subject to such modifications as maybe required to meet changed conditions or as a result of necessary modifications to the contract work. The Contractor shall exercise proper and reasonable care in verifying figures shown on the Drawings before laying out the Work and will be responsible for any error resulting from his failure to exercise such care.

The Contractor shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor including instrument, rodmen, chainmen, etc., as may be required in laying out any part of the work from the baselines and benchmarks established by the Project Engineer.

It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Owner/Project Engineer at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor.



All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the Contractor in laying out the work shall be available at all times during the progress of the work for the ready examination by the Owner/Project Engineer or his duly authorized representative. The Owner/Project Engineer may make original and final surveys and make computations to determine the quantities of work performed or finally in place, if required. The Contractor shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the Contractor for the purpose of construction and for progress surveys, shall be furnished promptly to the representative of the Owner/Project Engineer for permanent records and for determining the proper amount of progress payments due to the Contractor. Unless waived in each specific case, quantity surveys made by the Contractor shall be made during the presence of a representative of the Owner.

The Owner/Project Engineer may make checks as the work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed work as it progresses with the requirements of Contract Specifications and Plans. Such checking by the Owner/Project Engineer or his representative shall not relieve the Contractor of his responsibility to perform all work in accordance with the Contract Plans and Specifications and the lines and grades given therein. In the event that location marks as established by the Contractor are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

No separate payment will be made for the costs involved in the survey work, layout work or staking performed by the Contractor. All such costs will be considered as incidental to the Contract.

#### 5. UTILITIES

Utilities such as sewer, water, gas, phone, cable television, irrigation, and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work. The Contractor is responsible for all coordination with appropriate utility owners and replacement of any damaged utility at no additional cost to the Owner.

#### 6. ADJUSTMENT OF DISCREPANCIES

In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started; the matter shall be submitted to the Owner/Engineer for clarification. Without such a decision, discrepancies shall be adjusted by the Contractor at his own risk and in settlement of any complications arising from such adjustment; the Contractor shall bear all of the extra expense involved.

#### 7. REFERENCE STANDARDS

Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

#### 8. PROJECT MANAGEMENT

The Contractor shall schedule and coordinate the work of the Contractor and all subcontractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this

Contract. Construction schedules shall be submitted to the Owner for review prior to the start of any work. Schedules shall be verified or updated at the owner's request on a monthly basis.

The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

The Contractor shall appoint a qualified representative to act as the Project Coordinator, or Superintendent, who shall be responsible for coordinating all work and providing liaison with the Engineer and the Owner. The Project Coordinator or Superintendent shall, in addition, plan the work, schedule the ordering and delivery of materials, and check and control the various phases of the construction of all work under this Contract.

The Project Coordinator or Superintendent shall, in all matters, represent the Contractor at the sites of the work in the absence of a Corporate Officer or Principal of the firm.

The Project Coordinator or Superintendent shall not be changed without Owner's approval unless the project Coordinator or Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

## 9. RESTORATION

The Contractor shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easements progresses along with the work. If the Owner/Engineer 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. No open trenches will be left over night. All trenches will be backfilled before the end of the day's operation.

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed to those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing. Care shall be taken to correctly sever all roots necessary to complete work and consultation with the Town arborist shall be required before any impacts to vegetation is commenced. The Town of Bluffton Tree Ordinance shall be followed at all times.

## 10. EXISTING UTILITIES

All known utility facilities are shown schematically on the plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on the plans will not relieve the Contractor of his responsibility under this requirement except as noted below. "Existing Utility Facilities" means any utility that exists on the project in its original, relocated or newly installed position.

The Contractor shall contact all owners of utilities including, but not limited to, water and sewer companies, gas companies, electric companies, telephone companies, cable television companies and governmental units prior to starting any excavation on the project and shall request that they locate and mark their respective facilities. BJWSA (Beaufort Jasper Water and Sewer Authority) maintains the water and sewer system and whose technical specifications are found online at <http://www.bjwsa.org/technical-specs/> and shall be followed. Water meter boxes and sewer cleanouts require adjustment to meet final grade. These appurtenances, if within a proposed driveway shall be traffic rated. Existing non-traffic rated appurtenances can remain within the new sidewalk limits. BJWSA to make available to the contractor the

replacement non-traffic rated materials if existing are damaged or are otherwise unsuitable for placement in new sidewalk. BJWSA to provide new traffic rated materials for these appurtenances. The contractor shall provide all qualified labor associated with relocating, raising, lowering, or otherwise adjusting these appurtenances to be flush with the top of new sidewalk or driveway or adjacent finished grade.

Location and marking of all utilities in accordance with all state and local laws shall be performed.

#### 11. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work from the beginning of construction operations until final acceptance of the project. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located.

Upon completion of the work, the Contractor shall remove all construction signs and barriers before final acceptance of the Project.

While undergoing improvements, the roads shall be kept open to all traffic by the Contractor. The Contractor shall keep the portion of the Project being used by public traffic, whether it be through or local traffic, in such condition that traffic will be adequately accommodated. The Contractor shall bear all cost of signs and markings as required and other maintenance work during construction and before the Project is accepted and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary without direct compensation.

#### 12. FAILURE TO MAINTAIN ROADWAYS AND STRUCTURES

If, at any time, the Contractor fails to properly maintain roadways and structures, and the Owner/Project Engineer observes such activity, the Owner/Project Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy the unsatisfactory maintenance within 24 hours after receipt of such notice, the Owner/Project Engineer may immediately arrange for maintenance of the work, and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor under the Contract. As an alternative to the Owner's/Project Engineer maintaining the work, all the items and quantities of work done, but not properly maintained, may be deducted from the current progress estimate, even if such items have been paid for in a previous estimate.

#### 13. FLAGGING TRAFFIC

Competent, courteous, and neat flagmen shall be provided and available at all times when required. A sufficient number of flagmen shall be provided to stop traffic, advise the public of delays occasioned, and keep traffic in their respective lanes along the project. The Contractor shall conform to all guidelines set forth by the current SCDOT, Manual on Uniform Traffic Control Devices, and traffic control plan provided by the Contractor and approved by the Owner.

#### 14. BARRICADES, DANGER, WARNING & DETOUR SIGNS

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall furnish, install, and maintain all necessary barricades, warning signs, and other protective devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the Contractor is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the Contractor provided the devices are removed promptly after completion of the work as specified above. If such warning devices are left in place for more than 30 days after the specified time for removal, the Owner shall have the right to remove such devices and to claim possession thereof.

Reflectivity for Construction Signing shall conform to the requirements of the State Department of Transportation Standard Specifications.

#### 15. REFERENCED SPECIFICATIONS

Reference to the Department of Transportation Standard Specifications is to the current South Carolina Department of Transportation Standard Specifications.

#### 16. PERMITS

The Owner has applied for DHEC Stormwater Pollution Prevention Plan approval, SCDOT Encroachment Permit and BJWSA (DHEC) permit (if applicable) to construct for the project which is hereby incorporated into this contract, unless otherwise specified here within. The contractor shall comply with all terms, conditions and requirements of the permits.

#### 17. RECORD DATA

Complete "record data" information shall be submitted by the Contractor to the Project Engineer and Owner along with the final pay request or sooner. "Record data" information shall include elevations of tops and inverts of all sanitary sewer structures and length, material and size of all pipes, location (and state plane coordinates) of all structures, fittings, valves, hydrants and service laterals. Final payment shall not be approved prior to the Project Engineer and Owner receiving the required "record data" information from the Contractor. "Record data" information shall meet the requirements of all applicable authorities.

#### 18. INSTRUCTIONS FOR MINIMIZING TREE DAMAGE AND PLANTING NEW TREES

The contractor shall adhere to all requirements mentioned herein as well as to the Town of Bluffton Unified Development Ordinance (incorporated by reference herein, [www.townofbluffton.sc.gov/Documents/article5designstandards.pdf](http://www.townofbluffton.sc.gov/Documents/article5designstandards.pdf)). If there is any conflict between this section and the Unified Development Ordinance, Article 5 of the Unified Development Ordinance shall govern.

- a) When installing any utility line, irrigation line, etc., an air spade or boring must be used within the drip-line of any tree over 6 inches DBH, to avoid cutting roots.

- b) Where pervious paving is to be placed under the drip-line of any tree over 6 inches DBH, the soil shall be compacted to a percentage acceptable for pedestrian traffic only. No roots over 2 inch caliper shall be cut to install paving. Sub-base layer for pervious paving shall be placed around preserved tree roots.
- c) Where the cutting of tree roots less than 2 inch caliper cannot be avoided, the roots shall be cut flush by hand with a sharp blade or saw and immediately covered with a layer of moist soil or moist material such as burlap.
- d) Grading machinery shall not be used within the drip-line of any tree over 6 inches DBH. If at all possible, grading within the drip-line shall be completed with hand tools only. No heavy equipment shall be used, parked or stored within the dripline of any tree unless absolutely necessary.
- e) Where there is a slope easement that will affect any tree on private or public property, a permanent tree well shall be constructed to avoid placing any fill within the drip- line of any tree. No fill shall be stored within the dripline of any tree.
- f) Trees to be planted shall not be planted so that the top of root-ball (root flare) is below top of surrounding grade nor planted more than 2 inches above grade.
- g) No mulch shall be placed within 6 inches of trunk of a newly planted tree and mulch shall not be over three (3) inches deep.
- h) Trees planted within sidewalk must have root barriers placed around them to deter future sidewalk damage. Trees outside sidewalk must have root barriers placed at the edge of sidewalk to deter future sidewalk damage. Where pervious paving is to be used, steel paving edging, with spikes for support, can be used to support paving as well as act as a root barrier. This steel edging must be placed so that it does not sever the roots of existing trees.
- i) All containers, burlap, twine, straps, etc. shall be removed from root ball of trees at the immediate time and at the exact location where trees are to be planted. Tree roots of trees to be planted shall not be uncovered until at the time of planting and shall not be moved from one location to another with roots exposed.
- k) Planting holes shall be dug to a size roughly three (3) times the size of the root ball. Dig no deeper or slightly less deep than the height of the root ball. Do not cultivate the bottom of the hole, as it may cause settling of the root ball and the tree will be planted too deep. Use soil removed from hole to fill in around root ball. Tamp soil lightly, but do not compact soil. Newly planted trees shall be watered immediately after planting.
- l) All trees / landscaping planted on site must meet or exceed the American Standard for Nursery Stock (ANSI Z60.1) standards. All trees / landscaping planted on site must also meet the requirements of the Bluffton DSO Section 4.14 and Section 14.15.
- m) Erosion control that must be placed within the dripline or within 1.0 feet per inch of tree DBH, must be placed on natural grade. Erosion control cannot be trenched through the roots of existing trees. Erosion control shall be placed to prevent fill material from covering the roots of trees on site to the most extent possible. Any fill entering within the erosion control near a tree shall be immediately removed with hand tools only and that fill placed outside the dripline of the tree.

## 19. FRESHWATER WETLANDS

Freshwater wetlands are evident near the project site, and a Preliminary Jurisdictional Determination letter has been obtained indicating the extents of same. No work shall occur in any federally defined freshwater wetland by the selected Contractor or any Subcontractor. To ensure the preservation of any federally defined freshwater wetlands, the Contractor shall clearly stake, flag, or demarcate any wetlands that are shown on the Plans.