CONTRACT DOCUMENTS

OFFICE PARK ROAD / POPE AVE / NEW ORLEANS ROAD INTERSECTION IMPROVEMENT PROJECT RFP #2017-0029

Prepared by:

The Town of Hilton Head Island

Beaufort County, South Carolina

October, 2017

OFFICE PARK RD / POPE AVE / NEW ORLEANS RD
INTERSECTION IMPROVEMENT PROJECT

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

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TOWN OF HILTON HEAD ISLAND – RFP 2017-0029
FOR THE CONSTRUCTION OF THE
OFFICE PARK ROAD / POPE AVENUE / NEW ORLEANS ROAD
INTERSECTION IMPROVEMENT PROJECT

The Town of Hilton Head Island is soliciting sealed proposals from qualified contractors for the construction of transportation infrastructure improvements at the intersection of Office Park Road, Pope Avenue, and New Orleans Road. The project consists of expanding the existing signalized intersection by widening the New Orleans road approach from 4 lanes to 5 lanes, widening the Office Park Road approach from 3 lanes to 4 lanes, and widening the south (beach) bound Pope Avenue approach from 5 lanes to 6 lanes.

Construction plans and specifications will be used as the primary basis for developing proposals.

Sealed proposals are due by **2:00 PM on November 3, 2017**. Sealed proposals should be hand carried or delivered by traceable means to:

Jennifer Lyle, P.E.
Assistant Town Engineer
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

All proposals must be clearly marked on the outside with the following: "**RFP 2017-0029 OFFICE PARK RD / POPE AVE / NEW ORLEANS RD INTERSECTION IMPROVEMENT"** Only sealed proposals received on or before the time and date stated above will be considered. Proposals will be opened at 2:05 PM. The only information that will be made publically available at that time is the formal list of proposals received.

A mandatory pre-proposal conference will be held at the Town of Hilton Head Island, South Carolina Town Hall at **3:00 PM on October 13, 2017** in Conference Room 4. Proposals will not be accepted from those contractors who do not attend the mandatory pre-proposal conference. Project Contract Documents and Plans will be available for review at this conference. All offerors may submit questions or requests for clarification in writing to Jennifer Lyle no later than 4:30 PM on October 19, 2017. After that date, no more questions or requests will be accepted. All questions and answers will be provided to contractors by October 24, 2017.

Each offeror is required to be a licensed general contractor within the State of South Carolina. Prior to commencement of work, the selected Contractor and any associated subcontractors will be required to obtain a Town of Hilton Head Island business license to operate within Town limits. Proposers shall be licensed to perform the work described herein as required by Section 40-11-10 et seq., South Carolina Code of Laws, 1976 (as amended) and Section 10-1-10 et seq., Code of the Town of Hilton Head Island, South Carolina, 1983 (as amended).

Proposals must be accompanied by a certified check or Bond in an amount equal to at least 5% of the amount of the proposal made payable to the Town. A Contract Performance and Payment Bond in the amount of 100% of the contract amount will be required once a contract has been awarded and before a notice to proceed is issued.

Proposals must be signed by an official authorized to bind the offeror, and shall contain a statement to the effect that the proposal is firm for a period of at least 90 days from the date of opening.

The Town reserves the right to accept or reject any or all offers received as a result of this request or to negotiate with all qualified offerors or to cancel in part or in its entirety this solicitation if it is in the best interest of the Town to do so. The Town further reserves the right waive any technicalities and formalities and to delete or reduce the quantities of certain items at its sole discretion.

This solicitation does not commit the Town to award a contract or to pay for any costs incurred in the preparation of your proposal or to procure or contract for any articles of goods or services.

The Town Manager may terminate this contract in whole or part at any time for the convenience of the Town. If the contract is terminated for convenience, the Town will pay the contractor for costs incurred for services performed at the time of termination.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

The Contractor shall be required to meet all tasks of this contract within **120 calendar days** of Notice to Proceed. This deadline may be extended as needed upon demonstrated necessity by the Contractor and written approval of the Town. Liquidated Damages of One Thousand Dollars ($1,000.00) per day shall be assessed for each day exceeding the performance period, until the work is completed.

Any bidder who qualifies for consideration under the Town's Local Vendor Preference Program should include a copy of their certification form with their bid. Should you have any questions about this preference, please contact Tom Fultz at 843-341-4600 or log on to the Town's Website at www.hiltonheadislandsc.gov.

For additional information concerning this solicitation, please contact Jennifer Lyle at JenniferL@hiltonheadislandsc.gov or (843) 341-4779.

Special Instructions:
Include five references for which your company has completed similar, public sector or government construction projects. Identify a point of contact with phone number for each project.

Schedule:
For purposes of preparing proposals, it shall be presumed that:

(i.) Proposal Opening shall occur on **November 3, 2017.**
(ii.) Execution of Agreement anticipated on or before **November 20, 2017.**
(iii.) Notice to Proceed anticipated on or before **November 27, 2017.**
(iv.) Substantial Completion is expected by **March 26, 2018,** 120 Calendar days from Notice to Proceed.
A penalty of One Thousand Dollars ($1,000.00) per day will be assessed for each day required to complete the work past the Substantial Completion deadline.

Construction activity shall only occur from Monday through Saturday from 7:00 AM to sunset unless otherwise authorized by the Town. Any work on Pope Avenue requiring a lane closure may occur from 7:00 am to 7:00 pm based on a variance granted by the SCDOT to allow day time lane closures on Pope Avenue. A bid alternate is included in this RFP for lane closures to occur on Pope Avenue from 7:00 pm to 7:00 am. There is no access permitted on Sundays to the work site. Lighting of the work site is prohibited if daytime lane closures are except as may be specifically authorized in writing by the Town.

Contract Documents:
The Project Contract Documents and Plans shall be used as the primary basis for developing proposals. Reference is made to said documents for full particulars. Contract Documents and Plans may be found on the Town's website http://www.hiltonheadislandsc.gov/government/procurement/. Copies of the Project Contract Documents and Plans may be inspected at the Town of Hilton Head Island Town Hall, One Town Center Court, Hilton Head Island, SC 29928, Monday through Friday 8AM to 4:30PM.

INSTRUCTIONS TO OFFERORS

1. INTENTION: It is intended that the Instructions to Offerors, Special Conditions, General Conditions Construction Drawings, and Technical Specifications shall cover the complete work to which they relate.

2. PROPOSED FORMS: All proposals must be made upon the Proposed Forms hereto annexed, and shall state the amount proposed for each item as shown, and all proposals must be for materials and work called for in the specifications.

3. RIGHT TO REJECT OFFERS: The Town reserves the right to reject any or all proposals and to waive formalities. No proposals will be received after the time set for opening proposals. Any unauthorized conditions, limitations, or provisions attached to the proposal, except as provided herein, will render it informal and may cause its rejection. Any Offeror may withdraw their proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

4. ACCEPTANCE OF PROPOSALS: Proposals may not be revoked or withdrawn after the time set for the opening, but shall remain open for acceptance for a period of ninety (90) calendar days following that time.

5. PROPOSALS: The Proposals are to be enclosed in a sealed envelope addressed as follows:

Jennifer Lyle, P.E.
Assistant Town Engineer
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

and clearly marked:

"RFP 2017-0029 OFFICE PARK RD / POPE AVE / NEW ORLEANS RD INTERSECTION IMPROVEMENT PROJECT"

Proposals must be accompanied by a certified check or Bid Bond in an amount equal to at least 5% of the amount of the proposal, made payable to the Town, to guarantee that the successful Offeror will within 10 days from the date of the Notice of Award of Contract enter into a contract with the Town and execute to said in the form set forth in the contract bond and specifications referred to in said request for proposals. A Contract Performance and Payment Bond in the amount of 100% of the contract amount will be required from the selected Offeror if the proposal exceeds $100,000.00.

Proposals must be signed by an official of your company authorized to bind the Offeror, and shall contain a statement that the proposal is good for a period of at least ninety (90) days from the date of proposal opening.

PROPOSAL SELECTION CRITERIA:

The Contract will be awarded, if it is awarded, to the Offeror with the most advantageous proposal. The Town shall determine the most advantageous proposal, based on the following criteria:

50% Fee Proposal
30% Quality of work, experience on projects of similar scope and size, qualifications of key personnel
20% Work Plan

The Contractor shall provide the following information for evaluation:

Fee

The Contractor shall complete the line item fee schedules as provided in this document. All items must include a price. If the Contractor fails to follow these instructions, the proposal may be deemed non-responsive.

Quality of Work, Project Experience, Qualifications of Key Personnel

The Contractor shall complete the accompanying PROPOSAL QUESTIONNAIRE in a manner that provides a detailed, comprehensive history of its work experience with similar types of projects, including:

- All pertinent projects shall be listed (with client, date, and location);
- Describe the project (dock, pier, marina, etc.);
- The contact amount for each project;
- Reference or active contact person (name, title, organization/company, phone number, e-mail) for each project (please confirm that reference contact information is valid and up to date);
- Whether the Offeror involved:
    a) Maintains a permanent place of business;
    b) Has adequate plant equipment to do the work properly and expeditiously;
    c) Has suitable financial status to meet obligations incident to the work; and
    d) Has appropriate technical experience.

As part of the PROPOSAL QUESTIONNAIRE, the Contractor shall provide resumes and information on the key personnel to be assigned to this project.

Work Plan

A strong emphasis on traffic control is needed for the work plan on this project. A traffic control plan is included in the construction plans, and access will need to be maintained at all times for the intersection. It is imperative that motorists and emergency response vehicles are informed of changes in the traffic patterns during

the course of the project. There is also a large number of bicycle and pedestrian traffic that will need to be maintained during construction. The existing mast arm foundation on the southern side of the intersection will need to be removed during Phase 1 of the traffic control. Innovative techniques to remove the existing mast arms during construction and maintain traffic are critical to the success of the project. The contractor's proposal shall include a detailed Work Plan that describes how he intends to install temporary signals, remove the existing mast arms and foundations, while maintaining access to the intersection.

6. INTERPRETATION OF PLANS AND SPECIFICATIONS: If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to Jennifer Lyle, Assistant Town Engineer, a written request no later than **4:30 PM October 19, 2017** for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents.

7. OFFEROR'S UNDERSTANDING: Offerors should visit the work site(s) to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site including existing surface and subsurface conditions in the work area, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The Town shall make available to all prospective Offerors existing site information that it may possess. Such information shall be given as the best factual information available without being considered as a representative of the Town.

8. MODIFICATIONS OF QUANTITIES [VALUE ENGINEERING]: If the selected proposal exceeds the money available for the work, the Town may delete enough of the work to bring the cost within the available funds. The Town reserves the right to delete whichever items or portions of items it considers to be in the best interest of the Town.

9. CONTRACT COMPLETION TIME: The time for completion of the work under this contract shall be **120 calendar days** from the date specified in written notice to the Contractor to proceed with the work. This may be extended by the Town for good cause shown.

10. CONTRACT SECURITY: If the Proposal is greater than $100,000, the successful Offeror shall deliver to the Town an executed Performance and Payment Bond in an amount equal to at least 100% of the accepted proposal as security for the faithful performance of the contract and for payment of all persons performing labor and furnishing materials and equipment in connection with this contract. The sureties of all bonds shall be such surety company or companies as are approved by the Town, and as are authorized to transact business in the State of South Carolina. The Contractor will be required to have a current business license from the Town of Hilton Head. The Bond shall cover the one-year service and guarantee on equipment.

11. GENERAL CONDITIONS: The Final Contract Documents will include the "Standard General Conditions of the Construction Contract" EJCDC C-700 (2007 Edition) prepared by the National Society of Professional Engineers and amended by the Town of Hilton Head Island – Exhibit A.

12. CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this agreement until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Town, nor shall the Contract allow any Sub-contractor to commence work on his subcontract until the insurance required of the Sub-contractor has been so obtained and accepted.

a) Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the contract the South Carolina statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the contract and, in case any such work is sublet, the Contractor should require the Sub-contractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work.

b) General Liability, Bodily Injury and Property Damage Liability Insurance: The Contractor shall take out and maintain during the life of the contract a General Liability Insurance policy for an amount not less than One Million dollars ($1,000,000.00.) The policy shall include the Bodily Injury Liability and Property Damage Liability Insurance to protect him and any Sub-contractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by himself or by a Sub-contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance should be not less than:

Bodily Injury Liability Insurance, in an amount not less than $1,000,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than $500,000.00 on account of one accident.

Property Damage Insurance in an amount not less than $350,000.00 for damages on account of any one accident, and in an amount not less than $1,000,000.00 for damages on account of al accidents.

c) Builder's Risk Insurance (Fire and Extended Coverage): The Contractor shall have adequate fire and standard extended coverage, with a company or companies acceptable to the Town, in force on the project.

The provisions with respect to Builder's Risk Insurance shall in no way relieve the Contractor of his obligation of completing the work covered by the Contract.

d) Proof of Carriage of Insurance: Prior to commencing work hereunder, Contractor, at his expense, shall furnish a current insurance certificate showing the certificate holder as Town of Hilton Head Island, One Town Center Court, Hilton Head Island, SC 29928, Attention: Jennifer Lyle, and with a special notation naming The Town of Hilton Head Island as an additional insured on the liability coverage. The Contractor shall furnish the Town with certificates showing the type, amount, class of operations, effective dates and date of expiration of policies. Such certificates shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted, or limited until thirty (30) days after the Town has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above mentioned notice of cancellation clause.

Contractor shall either:

(a) require each of his sub-contractors to procure and maintain during the life of his subcontract, Sub-contractor Comprehensive General Liability, Automobile Liability and Property Damage Liability Insurance of the type and in the same amounts as specified in this contract; or
(b) insure the activities of his sub-contractors in his own policy.

Certificates of Insurance must be filed at time of proposal opening through the Town on form provided in specifications or on AIA Document G705, November, 1978 Edition by an insurer authorized to do business in the State of South Carolina by the South Carolina Insurance Commission. All blanks and questions on Certification must be filled out completely. Incomplete or inadequate Certificate will be returned to Contractor as unsatisfactory and commencement of his work will be delayed until satisfactory Certificate is submitted. Such delay will not warrant extension of contract time.

13. PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish the following specified bonds. These bonds shall be kept effective and in full force for one year after completion and acceptance of the work. These bonds shall serve as a guarantee of function and workmanship of the work. These bonds shall make the Contractor's sureties responsible for underwriting the work against faulty workmanship or defective materials. Final acceptance of the work shall not relieve the sureties of responsibility for a period of one year after this final acceptance.

It is distinctly agreed and understood that any change made in the drawings and specifications for the work, (whether such changes increase or decrease the amount thereof) or any change in the manner or the time of payments made by the Town to the Contractor, shall in nowise annul, release, or affect the liability of the surety on the bond given by the Contractor.

The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment Bond for the protection of all persons supplying labor

and materials to the Contractor and his subcontractors for the performance of work as specified in this Agreement. The Bond shall be in the amount of One Hundred Percent (100%) of the amount specified in this Agreement, issued by a Surety Company licensed in South Carolina. The bond shall be written on EJCDC C-615 Performance Bond, 2007 Edition.

Every person who has furnished labor or materials to the contractor or its sub-contractors for the work provided pursuant to this contract, in respect of which a payment bond is furnished under this Article and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the day on which the last of the labor was performed by such person, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit, and to prosecute said action for the sum or sums justly due such person; provided, however, that any person having a direct contractual relationship with a sub-contractor of the contractor, but no contractual relationship expressed or implied with the contractor furnishing said payment bond shall have a right of action upon the payment bond upon giving written notice to the contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of material upon which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed. Such notice shall be personally served or served by mailing the same by registered or certified mail, postage prepaid in an envelope addressed to the Contractor at any place the contractor maintains an office or conducts his business.

Every suit instituted upon payment bond shall be brought in a court of competent jurisdiction for the town, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the person bringing suit. The obligee named in the bond need not be joined as a party in such suit.

14. LAWS AND REGULATIONS: The Contractor shall comply with District, County, State and Federal laws applicable to the work.

15. SAFETY AND HEALTH REGULATIONS: The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to project to personnel from that Department.

16. TERMINATION OF CONTRACT: If the Town is made to stop construction of the work because of an order from a Court or State Department, the contract may be terminated. Payment will be made for work completed and a pro-ration of the work underway, and for the overhead and profit of the completed work and work underway. Payment will not be made for anticipated profit and overhead on work not completed or underway.

17. PERMITS: Town and State permits apply to the work and will be made part of the Contract. At the time of proposal solicitation, all permits have been applied for but may not have been issued.

PROPOSAL DOCUMENTS

The Contractor shall complete all of the Proposal Documents included as part of this section. All Proposal Documents shall be part of the Proposal and shall include the following:

- Proposal Transmittal
- Fee Proposal – Exhibit C (Unit Cost Bid Schedule)
- Certificate of License
- Certificate of Insurance
- Collusion Statement and Professional Liability/Performance Statement
- Bid Surety
- Bid Bond
- Payment Bond
- Performance Bond
- References
- Questionnaire

PROPOSAL TRANSMITTAL

TO: **Town of Hilton Head Island, South Carolina**

ATTENTION: **Jennifer Lyle, Assistant Town Engineer**

PROJECT: **OFFICE PARK ROAD / POPE AVE / NEW ORLEANS RD INTERSECTION IMPROVEMENT PROJECT**

DATE: _____

FROM: _____ (Company Name)

_____ (Address)

_____

_____ (Telephone No.)

Having carefully examined the plans, specifications and documents contained within this solicitation, dated _____, and also having carefully inspected the work site, the undersigned hereby agrees to furnish all necessary materials, equipment and labor required, as well as all other things necessary for the complete execution of all work which is issued pursuant to this contract. The sum total of all costs reflected in Fee Proposal, Exhibit C, covered by and in conformity with the aforesaid plans, specifications and contract documents is $_____.

	Total Proposed Fee
TOTAL FEE DAY WORK OFFICE PARK / POPE AVE / NEW ORLEANS RD INTERSECTION	$
TOTAL FEE – GREENWOOD DR / OFFICE PARK ROAD	$
ALTERNATE 1 - ADDITIONAL LANDSCAPING	$
TOTAL DAY WORK FEE WITH ALTERNATE 1	$

	Total Proposed Fee
TOTAL FEE NIGHT WORK OFFICE PARK / POPE AVE / NEW ORLEANS RD INTERSECTION	$
TOTAL FEE – GREENWOOD DR / OFFICE PARK ROAD	$
ALTERNATE 1 - ADDITIONAL LANDSCAPING	$
TOTAL NIGHT WORK FEE WITH ALTERNATE 1	$

BY: _____ **DATE:** _____

TITLE: _____

WITNESS: _____

(CORPORATE SEAL)

EXHIBT C

FEE

OFFICE PARK RD / POPE AVE / NEW ORLEANS RD INTERSECTION IMPROVEMENT PROJECT

ROAD AND DRAINAGE MAINTENANCE

RFP 2017-0029

The Town of Hilton Head Island

Beaufort County, South Carolina