



## INVITATION FOR BIDS

### PATHWAY REPAIRS

## **IFB 2018-0018**

**June 2018**

Facilities Management Division  
12A Gateway Circle  
843-342-4581

**TOWN OF HILTON HEAD ISLAND  
INVITATION FOR BIDS: IFB 2018-0018  
PATHWAY REPAIRS**

**I. GENERAL INFORMATION AND SUBMITTAL INSTRUCTIONS**

The Town of Hilton Head Island (Town) is soliciting sealed bids from qualified bidders (Bidders) for pathway repairs of approximately 31,992 square feet of asphalt pathway along the Cross Island Parkway, Spanish Wells Road, Squire Pope Road and William Hilton Parkway in accordance with the specifications provided herein.

A mandatory pre-bid conference/meeting will be held at 8:30am, on June 25, 2018 at Facilities Management, 12A Gateway Circle, Hilton Head Island, SC 29926. Proposals received from any Bidder that did not attend the mandatory pre-bid conference shall be rejected and not considered for contract award, without exception.

Please submit one (1) copy of your sealed bid by 8:30am, on July 6, 2018. Bids received after this time and date shall be rejected and will not be considered for contract award, without exception.

A public bid opening will be held on July 6, 2018 at 8:35am at Facilities Management, 12A Gateway Circle, Hilton Head Island, SC 29926, where Bidder names and pricing shall be read.

Sealed bids should be hand carried or delivered by traceable means (i.e. FedEx or other similar courier) to Alice Derian, Assistant Facilities Manager, Facilities Management, 12A Gateway Circle, Hilton Head Island, SC 29926. All Bids must be clearly marked on the outside with the following: IFB 2018-0018 Pathway Repairs. A copy of this solicitation can be obtained online at <http://www.hiltonheadislandsc.gov/government/procurement/home.cfm>.

**Questions:** All questions regarding this solicitation must be submitted in writing to Richard Groth, Procurement Officer, at [richg@hiltonheadislandsc.gov](mailto:richg@hiltonheadislandsc.gov) and will be responded to in writing as well. All inquiries received and responses to them will be posted in one or more addendums to this solicitation on the Town's website. **It is the bidder's responsibility to check the Town website after the deadline for questions and prior to the due date for bids/proposals to ensure addendums have not been issued for this solicitation.** The deadline for submitting questions shall be five (5) business days prior to the Due Date for submission of bids/proposals.

The Town reserves the right to accept or reject any or all bids received as a result of this solicitation, or to negotiate with all qualified bidders, or to cancel in part or in its entirety this invitation for bids, if it is in the best interests of the Town. The Town reserves the right to refuse any and all bids and to waive any technicalities and formalities.

This solicitation does not commit the Town to award a contract or to procure any articles of goods or services. The Town shall not incur or pay for any costs associated with the preparation of Bidder proposals.

Bids must be signed by an official of Bidder authorized to bind Bidder. By submitting a bid, Bidder agrees that its bid shall be good and held open for a period of at least sixty (60) days from the Due Date.

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.

## **II. BACKGROUND**

The Town has a need to repair 31,992 square feet of pathway as a result of root intrusion and natural decaying of asphalt.

## **III. SCOPE OF WORK/SPECIFICATIONS**

### Project Summary

These specifications are for the repair of approximately 31,922 square feet of asphalt pathway along the Cross Island Parkway, Spanish Wells Road, Squire Pope Road and William Hilton Parkway. Improvements include removal of root damaged asphalt, overlaying of new asphalt, tack coat at each cut of asphalt per SCDOT standards and to replace existing striping in the designated project areas. Areas to be repaired are defined further in these specifications and also marked on the pathway. The project shall be completed within 90 days from date of NOTICE TO PROCEED.

### General Requirements

Contractor shall provide a work schedule 1 week in advance so that the Town may issue press releases regarding pathway closures.

Contractor shall be responsible for pathway closure during performance of contract and “curing” time, a minimum of 24 hours. Appropriate signage shall be used to advise pathway users of pathway closure. Contractor shall be aware of high pedestrian traffic areas and extra signage notifying approaching closures shall be used.

Appropriate work zone safety provisions shall be made at all times for the protection of motorists, pedestrians and workers. Safety vests are required for all workers.

All work shall be performed during daylight hours and in compliance with SCDOT standards in regards to weather limitations:

- A. Do not place asphalt base course or intermediate course when ambient air or road surface temperature is less than 35 degrees F or surface is wet or frozen.
- B. Do not place asphalt surface course when ambient air or road surface temperature is less than 50 degrees F or wet.
- C. Place bitumen mixture when temperature is not more than 15 degrees F below temperature at when initially mixed and not more than maximum specified temperature.

Contractor shall remove all containers, surplus material and debris and properly dispose of at the Contractor’s expense.

Contractor shall be responsible for any repair/replacement for any damage caused by contractor's workmanship or equipment.

Contractor shall warranty all materials and workmanship for a period of one year from date of acceptance of project.

Contractor shall be a state licensed contractor as recorded with the SC Department of Labor, Licensing and Regulation with a license classification for Asphalt Paving, maintain Worker's Compensation in the statutory amount and General Liability Insurance in the amount of \$1,000,000.00 during the life of this contract. The Contractor will be required to have a current business license from the Town of Hilton Head Island.

### Contract Security

If the bid cost is greater than \$100,000.00; the successful bidder shall deliver to the Owner an executed Performance and Payment Bond in an amount equal to at least 100% of the accepted cost as security for the faithful performance of the contract. This has to be delivered before a Notice to Proceed can be given.

### Tasks

The Contractor shall cut and remove all roots that have caused asphalt damage in the specified areas. Removal shall be in such a manner that the root is cut out cleanly (minimum of 4") from the pathway. In cases where the root or its removal has caused sub base disturbance, the areas shall be cleaned and sufficiently backfilled with aggregate sub base and compacted to a density of not less than 95%.

Pathway asphalt overlays shall be constructed so that the surface level is the same height as surrounding pathway. Pathways shall conform to existing pathway widths, 4 ½" thick aggregate base (with a relative compaction of not less than 95% as determined by Test Method ASTM D5770-78) and 1 ½" fine mix asphalt concrete applied. Tack coat at each cut of asphalt per SCDOT standards and replace existing striping in the designated areas of repair.

Aggregate base areas shall receive a prime coat. Grades with a center crown not less than ½" for a slope of 1 percent across the path to provide adequate drainage.

### Areas of Work

The attached spreadsheet designated Exhibit "B" describes the location, square footage and description of damage. These locations are marked on the pathways in paint. The contractor is responsible for verifying all measurements.

**IV. PROPOSAL REQUIREMENTS AND FORMATTING**

Offerors are REQUIRED to submit all requested information and/or documentation outlined in this section of the solicitation. Any Offeror failing to do so may have their proposal rejected as being non-responsive and will not be considered for contract award. Offeror must complete and return with their proposal the “Checklist of Proposal Submittal Requirements”, a copy of which is included in this solicitation as Exhibit “C”. Offeror shall submit their proposals in a format and sequence that follows the section numbering and layout provided in this solicitation to assist the Town in its evaluation of proposals. General marketing or other material that is not submitted in direct response to any of the requirements of this solicitation is undesirable, should not be included, and if included will not be evaluated.

We have reviewed the specifications for this contract and can comply with all requirements therein. If selected by the Town of Hilton Head Island, we shall provide the required and specified services for the total sum of \$ \_\_\_\_\_. Unit pricing is as follows:

**Repairs**

| <b>Estimated Quantities</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
|-----------------------------|------------------|-------------------|
| <b>31,992 square feet</b>   | <b>\$ _____</b>  | <b>\$ _____</b>   |

The following companies may be contacted for references:  
**(List company, contact name and telephone number)**

Reference 1: \_\_\_\_\_

Reference 2: \_\_\_\_\_

Reference 3: \_\_\_\_\_

This Bid is in effect for 60 days following bid opening.

COMPANY: \_\_\_\_\_

Owner/Manager: \_\_\_\_\_

Business License #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness: \_\_\_\_\_

**V. EVALUATION CRITERIA AND CONTRACT AWARD**

If a contract is awarded as result of this solicitation, such award will be made to the responsive and responsible Bidder whose proposal results in the lowest cost to the Town. Contract award, as well as contract continuation of the contract in subsequent fiscal periods, is subject to availability of Town funds. The Town shall not incur or pay for any costs associated with the preparation of bids.

**VI. STANDARD CONTRACT TERMS AND CONDITIONS**

Offeror acknowledges it has read and understands the terms and conditions provided in the Town's standard contract clauses attached hereto as Exhibit "A", and Offeror also agrees that such clauses shall substantially form the basis for a contract between Offeror and Town. Offeror also acknowledges that terms and conditions provided in this IFB, either in their entirety or relevant portions thereof, may be included and become part of any resulting contract.

The anticipated term of the resulting contract shall be 90 days from date of notice to proceed. Failure to meet this deadline will result in a penalty of \$200.00 per day for every day beyond the designated deadline for completion.

**EXHIBIT "A"**

**STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT                     )**

**AGREEMENT**

**THIS AGREEMENT** is made this <<Date>> between <<Company Name>> ( hereinafter called "Contractor") and the Town of Hilton Head Island (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

**WHEREAS**, the Town has a requirement to <<list service or supply>>;

**WHEREAS**, the Town and the 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, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. The Contractor shall <<list task or services to be provided>>.
2. The total cost of this contract shall not exceed <<List total cost>>.
3. The term of this Agreement shall be from the date of execution to satisfactory completion as determined by the Town.
4. The contractor is required to maintain appropriate levels of insurance for both workers compensation coverage and for auto liability. The Contractor is required to maintain One Million Dollars of general liability insurance. The contractor must provide the Town with a Certificate of Workers Compensation and general liability coverage that names the Town as an additional insured. 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.
5. The Town Manager 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, the Town will pay the contractor for costs incurred to that date of termination.
6. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, such a determination shall not render void, invalid, or unenforceable any other part of this Agreement.
7. 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.
8. This Agreement may not be modified unless such modification is in writing and signed by both parties.

9. The Contractor may not assign this contract without the prior written approval of the Town.
10. 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 on 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.
11. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Contractor and the methods utilized by the Contractor in fulfilling its obligations hereunder shall lie solely and exclusively with the Contractor and its agents and employees shall not be considered agents or 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.
12. The Contractor, by signing this Contract, hereby certifies that Contractor shall comply with all applicable requirements of the South Carolina Illegal Immigration Reform Act, S.C. Code Ann. §41-8-10 (2007) et seq., (the "Act"), and that Contractor covenants and agrees as follows:

12.1. Contractor shall not knowingly or intentionally employ any unauthorized alien and, unless excluded from coverage of the "Act", shall verify the work authorization of all new hirers performing work under the contract by either:

(a) registering and participating in the Federal Work Authorization Program (E-verify) and verifying the work authorization of every new yearly hired employee within five (5) business days after employing employee; or

(b) employing only workers who, at the time of said employment:

1. possess a valid South Carolina driver's license or identification card; or
2. are eligible to obtain a South Carolina driver's license or identification card by providing proof of name, social security number and date and place of birth; or
3. possess a valid driver's license or identification card from another state deemed by the Executive Director Department of Motor Vehicles to have requirements at least as strict as those in South Carolina.

Contractor may choose either option 1 (a) or option 1(b) but acknowledges that Contractor cannot use both.

12.2. Contractor agrees to provide to the Town all documentation requested by it to establish either:

- (a) the applicability of the South Carolina Illegal Immigration Reform Act to Contractor; or
- (b) compliance with the South Carolina Illegal Immigration Reform Act by Contractor.

12.3. Contractor agrees to include in any contracts with its sub-contractors language



requiring its sub-contractors to:

(a) comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws; and

(b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws.

12.4. Contractor acknowledges and agrees that it shall comply with requirements of the Immigration Reform and Control Act of 1986 including the non-discrimination provisions thereof, and shall complete all required I-9 documentation for all workers employed by it.

12.5. Contractor certifies it shall comply with all state, federal, and local laws, rules, regulations and orders applicable to it in performance of work under the contract.

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

**WITNESSES:**

<< **CONTRACTOR'S FULL NAME**>>

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**Its:** \_\_\_\_\_

**Exhibit “B”**

| <b>Repair #</b> | <b>Location</b>             | <b>type of repair</b>            | <b>Length</b> | <b>Width</b> | <b>Square Footage</b> |
|-----------------|-----------------------------|----------------------------------|---------------|--------------|-----------------------|
|                 | <b>Cross Island Parkway</b> |                                  |               |              |                       |
| R-1             | Cross Island                | Root intrusion/decaying asphalt. | 1007          | 6            | 6042                  |
|                 |                             | Two flairs                       | 7             | 2            | 28                    |
|                 |                             |                                  |               |              | 6070                  |
| R-2             | Cross Island                | Damaged & decaying asphalt       | 1564          | 6            | 9384                  |
|                 |                             | Two curbs                        | 6             | 2            | 24                    |
|                 |                             | Two curbs                        | 8             | 2            | 32                    |
|                 |                             | Four water runoff outlets        | 3             | 6            | 72                    |
|                 |                             | Two flairs’                      | 12            | 4            | 96                    |
|                 |                             |                                  |               |              | 9608                  |
| R-3             | Cross Island                | Damaged &decaying asphalt        | 158           | 6            | 948                   |
|                 | <b>Spanish wells</b>        |                                  |               |              |                       |
| R-4             | Spanish Wells               | root intrusion broken edge       | 161           | 8            | 1288                  |
| R-5             | Spanish Wells               | root intrusion broken edge       | 293           | 8            | 2344                  |
| R-6             | Spanish Wells               | root intrusion broken edge       | 289           | 8            | 2312                  |
| R-7             | Spanish Wells               | root intrusion                   | 45            | 8            | 360                   |
| R-8             | Spanish Wells               | root intrusion                   | 172           | 8            | 1376                  |
| R-9             | Spanish Wells               | root intrusion                   | 130           | 8            | 1040                  |
| R-10            | Spanish Wells               | root intrusion                   | 124           | 8            | 992                   |
| R-11            | Spanish Wells               | Root intrusion                   | 244           | 8            | 1952                  |
|                 | <b>Squire Pope RD</b>       |                                  |               |              |                       |
| R-12            | Squire Pope                 | root intrusion                   | 271           | 8            | 2168                  |
| R-13            | Squire Pope                 | root intrusion                   | 93            | 8            | 744                   |
|                 | <b>278 Pathway</b>          |                                  |               |              |                       |
| R-14            | 278 Pathway near Gumtree    | root intrusion                   | 90            | 8            | 720                   |
|                 |                             |                                  |               |              |                       |
|                 |                             |                                  |               |              |                       |
|                 |                             |                                  |               |              |                       |
|                 |                             | <b>GRAND TOTAL</b>               |               |              | 31922                 |
|                 |                             |                                  |               |              |                       |

**Exhibit C**

**CHECKLIST OF PROPOSAL SUBMITTAL REQUIREMENTS**  
**IFB 2018-0018**

The following checklist is intended to advise the bidder of all items or information that must be submitted with the proposal.

1. Unit and Total Costs (page 5 of IFB)
2. Bidder References as requested (page 5 of IFB)
3. Completion of Bidder's information with signature as requested (pages 5 & 6 of IFB)
4. Proof that Contractor is a state licensed contractor as recorded with the SC Department of Labor, Licensing and Regulation with a license classification for Asphalt Paving
5. Certificate of Insurance as evidence that Contractor meets the insurance requirements specified in this IFB

**Bidder/Offeror Acknowledgement:**

I have read the above checklist of proposal requirements as well as this solicitation in its entirety, and understand that failure to submit any item, document, form or information identified as being required in either document, may result in the rejection of our proposal and eliminate our company from consideration for contract award.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_