



INVITATION FOR BIDS

PATHWAYS REPAIRS

IFB 2014-0038

January 2015

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

**TOWN OF HILTON HEAD
ISLAND
INVITATION FOR BID
PATHWAY REPAIRS
IFB 2014-0038**

The Town of Hilton Head Island is soliciting sealed bids from qualified contractors for pathway repairs of approximately 45,283 square feet of asphalt pathway along North Forrest Beach Road, Starfish Drive and Folly Field Road. Specifications may be obtained on the Town's website at www.hiltonheadislandsc.gov or from contacting Facilities Management at 843-342-4581.

Sealed bids are due no later than 10:00am, February 12, 2015. Bids will be opened at Town Hall at 10:05am the same day. No late bids will be accepted for any reason. No fax bids will be accepted.

A **mandatory** pre-bid conference will be held at 10:00am on January 28, 2015 at Facilities Management, 12A Gateway Circle. **The Town will only accept bids from those Contractors in attendance at this meeting.**

A question and response period will be open from January 26, 2015 – February 11, 2015

Questions must be submitted in written form. All questions and answers will be provided to interested contractors. No questions will be answered after February 11, 2015.

The award of a contract for these services will be based on the following criteria:

- Cost – adequacy of the proposed work force/equipment required to perform these services (must meet Town's referenced minimum requirements)
- Responsiveness – responsibility of the bidder based on referenced past performance on contracts of similar requirements and scope.

Label bid on the outside of the sealed envelope with the following: **"IFB 2014-0038 Pathway Repair"**. Hand carry bid to the Receptionist at Town Hall, One Town Center Court, Hilton Head Island, or deliver by traceable means, i.e. Fed Ex; to One Town Center Court, Hilton Head Island, SC 29928 Attention Tom Fultz (BID)

The Town reserves the right to accept or reject any or all bids received as a result of this invitation for bids 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 interest of the Town to do so.

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

Any bidder/offeror qualified for the "Local Vendor Preference" should fill out a certification statement, obtain proper certification and include it with bid/proposal in order to be considered for this preference. Certification forms are available on the Town's website at www.hiltonheadislandsc.gov or can be obtained by contacting Tom Fultz at 341-4600. If

certification has previously been confirmed, please include a copy of the certified form with the bid/proposal.

Bids must be signed by an official of your company authorized to bind the bidder, and shall contain a statement that the bid is good for a period of at least 60 days from the date of bid opening.

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 45 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.

BID INSTRUCTIONS:

Bids shall be submitted on the provided bid forms which must be filled out completely. All required Certificates of Insurance must be included with your bid. All Contractors will provide a minimum of three references for contracts of similar requirements and scope. Please provide name and current phone number of a primary point of contact for each reference. Failure of your bid to comply with these requirements will render it non-responsive. Attached is a sample contract format that will be used for the award of these services for information only.

**BID FORM
IFB 2014-0038**

PATHWAY REPAIRS

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

Estimated Quantities	Unit Cost	Total Cost
45,283 square feet	\$ _____	\$ _____

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: _____

Attach Certificate of Insurance and Town of Hilton Head Island Business License to Bid Form

Scope of Work

Project Summary

These specifications are for the repair of approximately 45,283 square feet of asphalt pathway along North Forrest Beach Road, Starfish Road and Folly Field Beach Road. 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 45 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 to replace existing striping in the project areas of North Forrest Beach Road, Starfish Drive and Folly Field Road.

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 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.

Marking	Footage	Width	Description	Location	Sq. Ft
R1	321	9	Root Intrusion	Folly Field Road	2,889
R2	14	10	Root Intrusion	Folly Field Road	140
R3	86	9	Root Intrusion	Folly Field Road	774
R4	87	9	Root Intrusion	Folly Field Road	783
R5	70	9	Root Intrusion	Folly Field Road	630
R6	80	9	Root Intrusion	Folly Field Road	720
R7	192	9	Root Intrusion	Folly Field Road	1,728
R8	50	8	Root Intrusion	Folly Field Road	400
R9	44	7	Root Intrusion	Folly Field Road	308
R10	134	7	Root Intrusion	Folly Field Road	938
R11	52	7	Root Intrusion	Folly Field Road	364
R12	20	7	Root Intrusion	Folly Field Road	140
R13	48	7	Root Intrusion	Folly Field Road	336
R14	17	7	Root Intrusion	Folly Field Road	119
R15	30	7	Root Intrusion	Folly Field Road	210
R16	161	9	Root Intrusion	Starfish Road	1,449
R17	61	9	Root Intrusion	Starfish Road	549
R18	37	8	Root Intrusion	Starfish Road	296
R19	60	8	Root Intrusion	Starfish Road	480
R20	83	8	Root Intrusion	Starfish Road	664
R21	64	8	Root Intrusion	Starfish Road	512
R22	155	8	Root Intrusion	Starfish Road	1,240
R23	46	8	Root Intrusion	Starfish Road	368
R24	68	8	Root Intrusion	Starfish Road	544
R25	38	8	Root Intrusion	North Forrest Beach	304
R26	33	9	Root Intrusion	North Forrest Beach	297
R27	50	9	Root Intrusion	North Forrest Beach	450
R28	245	9	Root Intrusion	North Forrest Beach	2,205
R30	202	8	Root Intrusion	North Forrest Beach	1,616
R31	95	9	Root Intrusion	North Forrest Beach	855
R32	85	9	Root Intrusion	North Forrest Beach	765
R33	465	9	Root Intrusion	North Forrest Beach	4,185
R34	78	8	Root Intrusion	North Forrest Beach	624
R35	60	9	Root Intrusion	North Forrest Beach	540
R36	152	8	Root Intrusion	North Forrest Beach	1,216
R37	325	9	Root Intrusion	North Forrest Beach	2,925
R38	114	9	Root Intrusion	North Forrest Beach	1,026
R39	158	8	Root Intrusion	North Forrest Beach	1,264
R40	145	9	Root Intrusion	North Forrest Beach	1,305
R41	375	9	Root Intrusion	North Forrest Beach	3,375
R42	64	8	Root Intrusion	North Forrest Beach	512
R43	50	8	Root Intrusion	North Forrest Beach	400
R44	67	8	Root Intrusion	North Forrest Beach	536
R45	30	9	Root Intrusion	North Forrest Beach	270
R46	320	8	Root Intrusion	North Forrest Beach	2,560
R47	184	8	Root Intrusion	North Forrest Beach	1,472

TOTAL 5,315.00

**All Measurements Shall be
Verified by the Contractor**

45,283.00

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: _____

WITNESSES:

TOWN OF HILTON HEAD ISLAND

By: _____

Stephen G. Riley, AICP

Its: Town Manager