

# BID REGISTRATION

**You MUST register using this form in order to receive notice of any addenda to these documents. Please fax or email the completed form to the Town Administrator as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.**

Bid Number and Title: 2021-07 Grading Contract

Description: The Town of Edisto Beach will be accepting bids until 2:00 pm on June 22<sup>nd</sup>, 2021 for street grading contract services for all unpaved streets and roads in the Town of Edisto Beach owned by the Town of Edisto Beach in addition to as needed pricing for parking lot grading and bike path clearing services. Bids received after 2:00 pm on June 22<sup>nd</sup>, 2021 will not be accepted.

Receiving Period: Prior to June 22<sup>nd</sup>, 2021 at 2:00 pm. (Please note that UPS and Fed EX do not guarantee next day delivery before 2:00 pm in this zip code)

Bid Opening: June 22<sup>nd</sup>, 2021, 2:00 pm.

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION  
FAX OR EMAIL THIS FORM BACK IMMEDIATELY  
FAX: (843) 869-3855  
ihill@townofedistobeach.com**

Carefully complete this form and fax or email it to the Town Administrator. You must submit one form for each bid that you are registering for.

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

Contact Person: \_\_\_\_\_

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

City: State: Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

**SEALED BID • DO NOT OPEN**

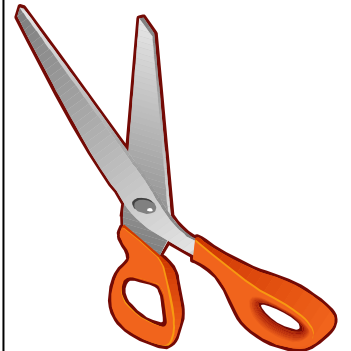
SEALED BID NO.: 2021-07

BID TITLE: Grading Contract Services

DUE DATE/TIME: June 22<sup>nd</sup>, 2021 2:00 pm.

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO: Town of Edisto Beach  
Town Administrator  
2414 Murray Street  
Edisto Beach, South Carolina 29438



**Town of Edisto Beach  
Grading Contract Services  
Bid #2021-07**

**All Town-owned streets and roads in the Town of Edisto Beach excluding public beach access points, as needed street grading, parking lot grading and bike path clearing.**

The Town is seeking bids for grading contract services for all unpaved streets and roads in the Town of Edisto Beach that belong to the Town of Edisto Beach excluding all public beach access points. The Town is also seeking as needed services for street grading, parking lot grading and bike path clearing services. It is the responsibility of the Contractor to confirm all Town-owned, unpaved streets and their distances. Sealed bids will be received by the Town Administrator, **prior to 2:00 pm. on June 22<sup>nd</sup>, 2021.** Bids will be opened at 2:00 pm, June 22<sup>nd</sup>, 2021.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Bids may be mailed, express mailed or hand delivered to:

**Iris Hill  
Town of Edisto Beach  
Town Administrator  
2414 Murray Street  
Edisto Beach, South Carolina 29438  
(843) 869-2505**

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## **BIDDER INSTRUCTIONS AND GENERAL INFORMATION**

**BIDDER INSTRUCTIONS:** To ensure acceptance of this bid, follow these instructions.

**BID DOCUMENTS MUST BE DELIVERED TO THE TOWN ADMINISTRATOR PRIOR TO 2:00 pm ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.**

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**  
**NOTE: Bidders can access bid results on the Town's website. Bid files may be examined during normal working hours by appointment.**
3. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
4. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
5. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the Town at the prices bid. **An original invoice shall be submitted to the Finance Department at 2414 Murray Street, Edisto Beach, South Carolina, 29438.** The vendor shall include the bid number on all invoices. Invoices will be processed for payment when approved by the user department.
6. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the Town or any of their agencies. Furthermore, all bidders must disclose the name of any Town employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches.
7. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Town by any other provision of this bid.
8. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the User Department. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and emailed, faxed or included in bid package.

9. **LIABILITY:** The vendor shall hold and save the Town, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
10. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the Town and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
11. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL)** the **Original** bid submittal(s) shall be submitted on the forms provided by the Town of Edisto Beach. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

### **GENERAL INFORMATION**

1. **DEFINITIONS:** The term "Town" means the Town of Edisto Beach, South Carolina, and its authorized designees, agents or employees.
2. **AWARD(S):** The award of this bid shall be based on the lowest, responsive bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the town may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. The Town will not accept the bid of vendors or contractors who are delinquent in the payment of taxes, licenses, or any other money due by them to the Town. This solicitation does not commit the Town to award a vendor or to pay for any costs incurred in the preparation of the bid; or to procure or contract for any articles of goods or services. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

The ability, capacity, equipment and skill of the bidder to fulfill the contract. Whether or not the bidder can fulfill the contract within the time specified, without delay or interference. The character, integrity, reputation, judgment, experience and efficiency of the bidder. The previous and existing compliance by the bidder with laws and ordinances relating to the contract. The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services. The quality, availability and adaptability of the suppliers or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service, as required or needed. The number and scope of conditions attached to the bid. Whether the bidder has failed to fully perform prior contracts to the Town's satisfaction, or is past due, delinquent, or owes the Town any money of any type.

3. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.

4. **ASSIGNMENT:** Any contract issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Town Administrator.
5. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department director shall be final and binding on both parties.
6. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Department.
7. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
8. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Town Administrator shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
9. **TERMINATION/SUSPENSION:** The Town Administrator reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the Town to do so. The Town Administrator will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. If the User Department determines that the performance of the vendor does not comply with the bid requirements, the division may:
  - a. Immediately suspend the work; and
  - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
10. **SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
11. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for

the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at **1-888-464-4218**.

12. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the Town, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Town's performance and obligation to pay under this agreement is contingent upon annual appropriation.
13. 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.



## **SPECIAL INFORMATION**

- 1. CONTAMINATION:** The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the Town.
- 2. INSURANCE:** The Contractor is responsible for procuring and maintaining for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. A Certificate of Insurance evidencing referenced coverages is to be submitted to the Town of Edisto Beach prior to being awarded any business. See attached Certificate of Insurance request for minimum insurance requirements.
- 3. BUSINESS LICENSE:** The Contractor is responsible for procuring and maintaining for the duration of the contract a business license.
- 4. SAFETY:** The Contractor is responsible for providing for the safety of all working in the area during cleaning.
- 4. INVOICE PAYMENTS**  
By signing and submitting an invoice the Contractor certifies that all work and/or materials have been completed in accordance with the Bid Documents.

## **Bid Specifications**

### **Scope of Work:**

**Quarterly:** The Town of Edisto Beach is soliciting bids for street grading contract services for all unpaved streets and roads in the Town of Edisto Beach that belong to the Town of Edisto Beach excluding all public beach access points. Provided as Exhibit A is a list of all unpaved, Town owned Streets. Provided as Exhibit B is a Map of all locations. It is the responsibility of the Contractor to confirm all Town-owned, unpaved streets and provided distances. Provided distances are estimates. Street grading will be scheduled quarterly. Given unexpected weather conditions which impact unpaved road conditions, the Town will exercise flexibility when scheduling contract services each quarter. Once scheduled, Contractor shall have two weeks to perform contract services.

**As needed:** Contractor shall provide an as needed price for street grading on a per/quarter-mile price. Contractor shall also provide, on an as needed basis, pricing for regrading the Bay Creek Park Parking Lot, Jungle Road Parking Lot and clearing Jungle Shores Bike Path. As needed services shall be completed within two weeks upon request from the Town.

**Fill material:** Fill material will be installed on an as-needed basis as determined and approved of by the Town. It is expected that fill material pricing will fluctuate with the market and that the Town will be charged the actual price paid for the fill material by the Contractor plus a fixed rate per load cost (if contractor retrieves and delivers fill material). Contractor must provide Town with proof of fill material purchases for verification of price. Contractor shall use fill material providers that offer competitive, market rate pricing. Fill material providers used are subject to approval by the Town.

### **Method:**

Contractor shall grade all town-owned, un-paved streets, excluding public beach access points, using appropriate equipment. Streets and Parking Lots shall be graded in such a way to maintain a proper crown for proper runoff and watershed and shall be graded to their original designs. Bike paths shall be cleared from edge of pavement to edge of pavement ensuring to remove any vegetation that has crept onto or into the path. Contractor shall take all necessary traffic safety precautions while working, such as, but not limited to, installing temporary signage notifying traffic of the work being performed. It is within the Town's sole authority to determine if all work is being performed properly. If it is determined that the work has not been performed properly, the Contractor shall remedy the issue at no additional cost to the Town.

### **Term:**

The Initial Term of this contract shall be for one (1) year with four (4) additional, automatically renewing, one (1) year extensions.

### **Pricing:**

Annual Street Grading: \_\_\_\_\_

As needed Street Grading: \_\_\_\_\_/quarter mile

As needed Bay Creek Park Parking Lot Grading: \_\_\_\_\_

As needed Jungle Road Park Parking Lot Grading: \_\_\_\_\_

As needed clearing of Jungle Shores Bike Path: \_\_\_\_\_

Fill material (shell sand, slag, fill dirt): \_\_\_\_\_/load plus actual cost of material

**THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

***TOWN OF EDISTO BEACH***

***CERTIFICATE OF***

***INSURANCE REQUEST***

In accordance with your agreement with the Town of Edisto Beach, a Certificate of Insurance evidencing the below referenced coverages is to be submitted to the Town of Edisto Beach prior to any services being performed.

The Certificate of Insurance must evidence the following coverages, and/or terms and conditions (these are minimum requirements) as marked below:

- Provide a Cancellation Clause giving 30 days prior written notice in the event of cancellation, non-renewal or material change in policy.
- Name the Town of Edisto Beach as Additional Insured.
- An Insurance Company Rating Classification of A+, A or A- (Excellent) with financial assets of at least \$100 million.
- General Liability** – Commercial General Liability Limit for bodily injury, personal injury and property damage \$500,000 per occurrence;
- Workers' Compensation and Employers' Liability** – Workers' Compensation in the State of South Carolina and Employers' Liability minimum of \$300,000 per accident. (No exceptions)
- Performance Bond \$40,000 minimum and covers all who work in the Town buildings.
- Certificate Holder should read:

***Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438***

Please email Certificate of Insurance to the attention of:

Finance Department  
psaunders@townofedisto  
obeach.com or fax to  
843-869-3855

And follow with original via mail to same at:  
Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

**BID SHEET**

**BID NO. 2021-07**

**BID TITLE: Grading Contract Services**

Annual Street Grading Price: \_\_\_\_\_

As needed Street Grading Price: \_\_\_\_\_/quarter mile

As needed Bay Creek Park Parking Lot Grading: \_\_\_\_\_

As needed Jungle Road Park Parking Lot Grading: \_\_\_\_\_

As needed clearing of Jungle Shores Bike Path: \_\_\_\_\_

Fill material: \_\_\_\_\_/load plus actual cost of material

CONTRACTOR: \_\_\_\_\_

Authorized Representative

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

**By signing this I, \_\_\_\_\_ certify I have performed a site visit, verified site conditions and dimensions, and am responsible for the complete work pertaining to site conditions. It is my responsibility to verify any quantities provided by the Town.**

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print**

**Addendum Sheet**  
**BID NO. 2021-07**  
**BID TITLE: Grading Contract Services**

CONTRACTOR: \_\_\_\_\_  
Authorized Representative

ADDRESS \_\_\_\_\_

---

TELEPHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

The Bidder acknowledges receipt of the following addendum by signing and dating below.

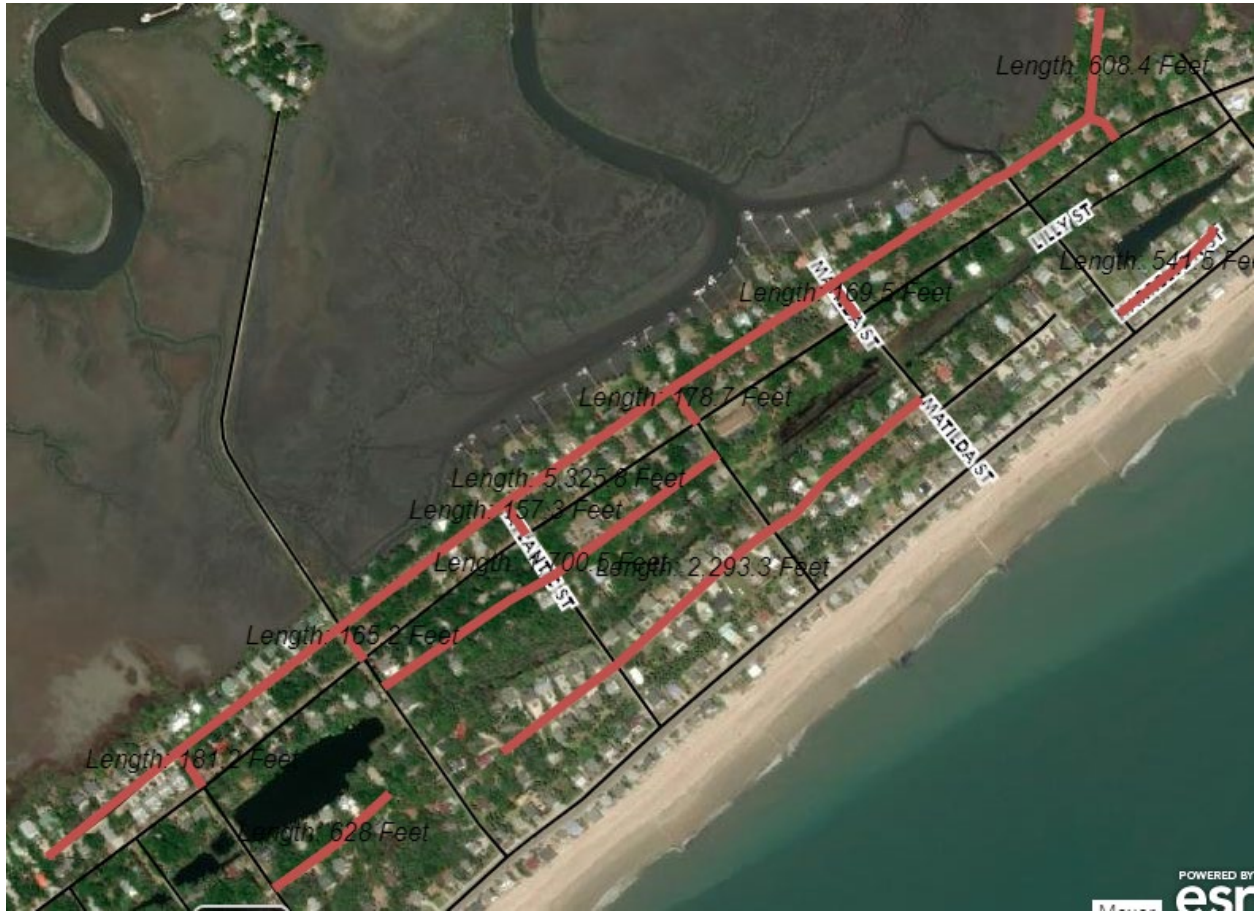
<b>Addendum No.</b>	<b>Date</b>	<b>Signature</b>

## Exhibit A - Unpaved Road List

	A	B	C	D	E	F
1	<b>Street</b>	<b>Approximate Distance *</b>				
2	Jungle Shores Drive	5,325				
3	Shores Drive	608				
4	Matilda Street (between Jungle Road and Jungle Shores Drive)	170				
5	Cupid Street (between Jungle Road and Jungle Shores Drive)	179				
6	Atlantic Street (between Jungle Road and Jungle Shores Drive)	157				
7	Dawhoo Street (between Jungle Road and Jungle Shores Drive)	165				
8	Cheehaw Street (between Jungle Raod and Jungle Shores Drive)	181				
9	Dolphin Road	1,700				
10	Harrelson Street	541				
11	Pompano Street	2,293				
12	Sand Piper Ridge	628				
13	Catherine Street	1,459				
14	Lee Street (split road, two portions)	1,494				
15	Mitchell Street	1,001				
16	Baynard Street (unpaved portion)	659				
17	Edings Street	765				
18	Seabrook Street	766				
19	Jenkins Street (between Palmetto Blvd and Point Street)	148				
20	Murray Street (between Palmetto Blvd and Point Street)	151				
21	Holmes Street (between Palmetto Blvd and Point Street)	147				
22	Loring Street	806				
23	Laroche Street	837				
24	Arc Street	529				
25	White Cap Street	949				
26	Point Street (two, unpaved portions)	3,856				
27	Fort Street	1,798				
28	Mikell Street	558				
29	Townsend Street	556				
30	Louise Street	390				
31	<b>Total</b>	<b>28,816</b>				
32	<b>Miles</b>	<b>5.46</b>				
33						
34	Jungle Road Parking Lot	.1acre				
35	Bay Creek Park Parking Lot	.4acre				
36	Jungle Shores Bike Path	0.88 miles	(excluding section at 711 Jungle Shores Dr)			
37						
38	*Approximate Distance calculated in feet using the measuring tool in Colleton County GIS					
39	<a href="https://www.colletoncounty.org/gis-program">https://www.colletoncounty.org/gis-program</a>					

# Exhibit B

## Unpaved Town Road Map – Northern Section

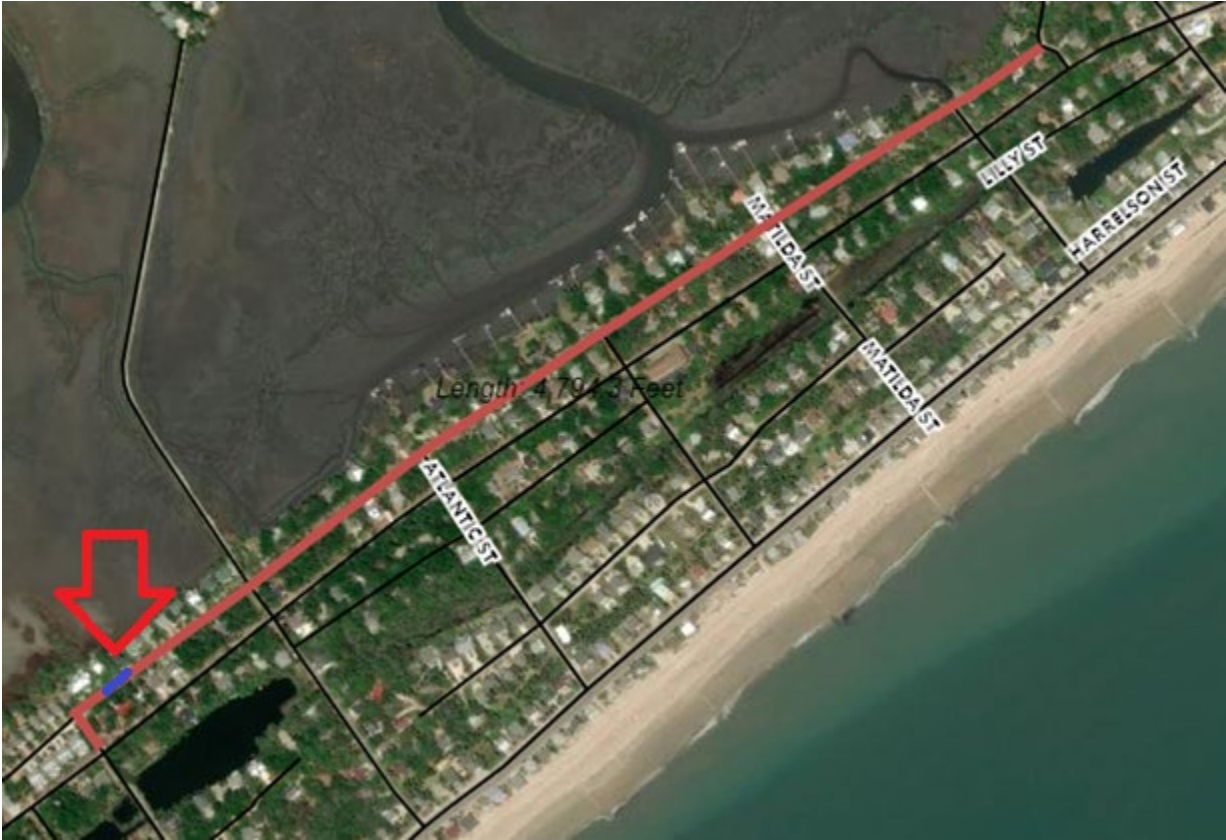




## Unpaved Town Road Map – Southern Section



Jungle Shores Bike Path – Excluding outlined section in Blue (711 Jungle Shores Dr)



**Jungle Road – Parking Lot**

Material - Sand





**Bay Creek Park – Parking Lot**

Material – slag fines

