

ADDENDUM NUMBER THREE 02/08/2017

PROJECT: EDISTO RIVER DEBRIS REMOVAL- PHASE 1
ORANGEBURG COUNTY

FROM: Johnson, Laschober & Associates, P.C.
701 EAST BAY STREET, SUITE 411
CHARLESTON, SC 29403
(843) 619-4656

To: All Bidders

The following clarifications, amendments, additions, revisions, changes and/or modifications shall take precedence over the plans and specifications for the above-named project and shall become part of the Contract Documents. Where any item called for in the specifications or indicated on the drawings is not supplemented hereby, the original requirements shall remain in effect. Where any original item is amended, voided or superseded hereby, the provision of such item not specifically amended, voided or superseded shall remain in effect. Failure to acknowledge this addendum in the Form of Bid will result in Bid being deemed non-responsive.

1. A new bid form is attached that replaces the one in the original bid documents.

This concludes the Cover for Addendum No. 3 dated February 8, 2017.

BID FORM

Edisto River Debris Removal Phase 1

Orangeburg County

FY17-0213

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Orangeburg County

Orangeburg County Administration Building, 3rd Floor Training Room

1437 Amelia Street, Orangeburg, SC 29115

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations, conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface features at the Site that have been identified as containing reliable "data".
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price	\$
<i>The lump sum bid for this work shall include all General Conditions for labor, equipment, incidentals, and General Conditions, insurance, barges, boats, equipment, tools and temporary facilities to provide debris removal services for the Edisto River from Shillings Bridge Road Landing to the City Landing near US 301 and Glover Street. Section 6.03 identifies the items to be included. The lump sum for the General Conditions will be based on a 90 day time frame. The base bid shall also include the restoration of any staging areas to pre-existing condition.</i>	



SCHEDULE OF UNIT PRICES

ITEM	UNIT	QUANTITY	UNIT PRICE	PRICE
Unit price				
A. Removal and Disposal of Debris	Tons	500	\$_____	\$_____

Unit Price to cover compensation for removal and disposal of the debris from the river including trees, limbs, and underbrush over and above the general conditions, loading on to dump trucks, and hauling to an approved disposal site. Measurement will be based on tons of material on a loaded truck for hauling to an approved disposal area. Weight shall be measured by S. C. Certified Scale and visually verified by independent third party inspector. Scale tickets shall be submitted with monthly pay application.

ALTERNATE UNIT PRICE

B. Removal and disposal of reduced debris	CY	1200	\$_____	\$_____
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This unit price shall be for compensation for removal and disposal of the debris from the river including trees, limbs, and underbrush, reduction by chipping or grinding, over and above the general condition, loading on to dump trucks and hauling to an approved disposal site. Measurement will be based on cubic yard of reduced material on a loaded truck for hauling to the approved site. Trucks will be visually verified by independent third party inspector.

5.02 **The TOTAL BASE BID for comparison will consist of the lump sum shown for Item 5.01 and the price developed for the total shown in 5.01(A)Removal and Disposal of Debris. The County reserves the right to use the bid items that will be in the County’s best interest.**

5.03 UNIT PRICES FOR ADDITIONAL WORK BEYOND THE BASE BID

A. Additional Days General Conditions	DAY	1	\$_____
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The base bid for general conditions covers these costs for 90 days. The unit cost is for additional days over 90 days as directed by the Owner for increasing the project scope.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run. Liquidated Damages will be \$1000/day for work that occurs after 90 days.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 General conditions shall include, but not be limited to:
- A) Project Management
 - B) Bonds and Insurance
 - C) Temporary Facilities (power, water, sewer, telephone, etc.)
 - D) Traffic Control
 - E) SWPPP Measures
 - F) Field Office and Construction Supplies
 - G) Vehicles, boats, barges, and other modes of transportation, including all operating expenses to accomplish the work.
 - H) Safety Expenses, equipment, training etc.
 - I) Restoration of Staging Area
 - J) Mobilization/De-Mobilization
 - K) Permitting, licenses, and fees
 - L) Environmental Protection
 - M) Hoists, pullies, chain falls, come alongs, cranes, saws, tools (small and large), etc.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond;
 - B. List of Proposed Subcontractors;

- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with Supporting Data;

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in South Carolina is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

Submitted on _____, 20____.

State Contractor License No. _____.