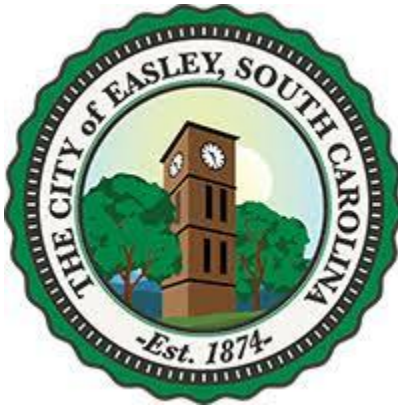


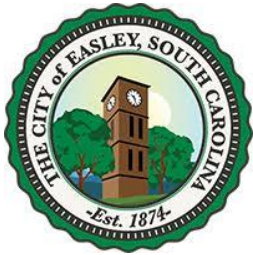
CITY OF EASLEY
STATE OF SOUTH CAROLINA
INVITATION FOR BIDS



Brushy Creek Greenway

The City of Easley (“the City”) is requesting proposals to identify vendors to assure that it is receiving the optimum level of services at a competitive price.

Responses shall be returned on or before March 10th 2023 at 2:00 PM



**CITY OF EASLEY
STATE OF SOUTH CAROLINA
INVITATION FOR BIDS
BRUSHY CREEK GREENWAY**

The City of Easley will receive **SEALED BIDS** for the Brushy Creek Greenway Multi Use Path Project – Phase 1 until **2:00 PM EST on the March 10th, 2023**, at **The City of Easley's City Hall Council Chambers** – 205 North First Street Easley, S.C. 29640 at which time and place all bids will be opened and read aloud in public.

Brushy Creek Greenway

SUBMITTAL: One (1) original and one copy of all requested documentation must be received on or before **2:00 PM EST, March 10th, 2023**

MARK ENVELOPE: Brushy Creek Greenway

ADDRESSED TO: City of Easley
Attn: Christman Short, Eddie Fortner and Mario DiPietro

MAILING ADDRESS: 205 North First Street, Easley S.C. 29640 or
PO Box 466, Easley, S.C. 29641

E-MAIL: cshort@cityofeasley.com, efortner@cityofeasley.com and
mdipietro@cityofeasley.com

Any revisions to this Invitation for Bid will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Invitation for Bids will be posted on the City of Easley website at: www.cityofeasley.com. **All bidders should consult this website for updates before submitting bids.**

DEADLINE ENFORCED

Bids received after the time and date set for receipt of bids **WILL NOT** be accepted and will be returned unopened to the bidder. It is the bidder's responsibility to ensure timely delivery of their bid. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to bidders and will not be exempted from deadline requirements. Telephone, e-mail or facsimile bids will not be accepted.

Any offer submitted as a result of this solicitation shall be binding on the bidder for **SIXTY (60) CALENDAR DAYS FOLLOWING THE BID OPENING DATE**. Any bid for which the offeror specifies a shorter acceptance period may be rejected.

No bid will be accepted from a contractor who is not currently licensed as applicable, by the South Carolina Department of Labor, Licensing and Regulation Contractors' License Board, in accordance with Title 40, Chapter 11 of the Code of Law of South Carolina, and has a current South Carolina General Contractor's License. Requirements may be obtained at www.llr.state.sc.us. If this requirement is not met, your bid will be disqualified and rejected.

During the performance of the contract, the contractor shall comply with any and all Federal State or Local Laws relating to a Drug Free Workplace.

If the bidder discovers any ambiguity, conflict, discrepancy, omission or other errors in the IFB, bidder shall immediately notify the City of such error in writing and request modification or clarification of the document. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the IFB, or it shall be deemed waived.

Copies of the Contract Documents may be viewed by appointment at the City of Easley Public Works Department 201 Pope Field Road, Easley S.C. 29642. Prospective Bidders are required to submit appointment request via email to both cshort@cityofeasley.com and efortner@cityofeasley.com. To obtain hard copies, prospective bidders are required to contact Mario DiPietro at mdipietro@cityofeasley.com, along with a non-refundable payment of \$150.00 per full set or \$100.00 per half set.

A mandatory pre-bid meeting will be held on **February 8th, 2023, at 9:00 AM**. in the City of Easley's City Hall Council Chambers located at 205 North First Street, Easley, SC 29640. All bidders are required to attend in order to bid for this project. Immediately following the pre-bid meeting, an invitation will be given to all bidders in attendance to visit the trail site for any additional questions and future understanding of the project.

The last day for questions guaranteeing an answer will be **February 15th, 2023**, at 2:00pm. An addendum with questions and responses will be issued after deadline prior to bid opening. Bidders are required to submit questions via email to cshort@cityofeasley.com, efortner@cityofeasley.com and mdipietro@cityofeasley.com. City of Easley will respond to all questions submitted by the above-mentioned date no later than **February 28th, 2023**, at 5:00pm.

The City of Easley reserves the right to reject any or all bids or waive any informalities in the bidding. Contractors submitting bids shall be properly licensed at the date of the bids and in the State of South Carolina to bid and perform the work on which the bid is submitted.

During the performance of the contract, the contractor shall comply with any and all Federal State or Local Laws relating to a Drug Free Workplace.

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal. All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. **All information not so noted and identified shall be subject to disclosure by the City.**

BIDDERS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this bid document shall not be relied upon unless they are subsequently ratified by a formal written amendment to this bid document.

This Invitation for Proposals is being issued by the City of Easley Parks and Recreation Department, City of Easley Public Works Department and the City Planning Department. Direct all questions or request for clarification of this in writing to both: Director of Parks and Recreation – Christman Short, Director of Public Works – Eddie Fortner and the City Planner Mario DiPietro, utilizing the aforementioned e-mail address shown on page 2 of this invitation.

Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this bid. Failure to adhere to this policy may be grounds for rejection of your bid.

Required Affidavits

Firms submitting bids are required to include all affidavits found at the end of this Invitation for Bids. If any of the affidavits are not applicable, N/A is acceptable response.

Protest of Solicitation or Award

Solicitation – Section 2.4. A. of the City of Easley Procurement Policy allows any prospective bidder, offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the award is posted in accordance with this policy.

Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment. Any protest shall be in writing, submitted to both the Director of Parks and Recreation, Director of Public Works and the City Planner, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Award – Section 2.4. B. of the City of Easley’s Procurement Policy allows any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Administrator within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to both the Director of Parks and Recreation, Director of Public Works and the City Planner, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Once selected, Notice of Award shall be posted on the City’s website; and Notice of Award, and notices of non-award, shall be sent to all bidders via e-mail. No hard copy notices will be sent via regular mail. Therefore, current E-mail Address are Required on All bids submitted. All addenda, additional communications, responses to questions, etc. pertaining to the Invitation for Bids will be posted on the City of Easley website at: www.cityofeasley.com . All bidders should consult this website for updates before submitting bids.

Any revisions to this Invitation for Bid will be issued and distributed as an addendum.

The words “Bidder”, “Offeror”, “Proposer”, “Vendor”, and “Contractor” are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

Dated at Easley, South Carolina THIS _____ DAY OF _____, 20_____.

BY: Eddie Fortner

BY: Christman Short

BY: Mario DiPitero

City of Easley Public Works

City of Easley Parks and Recreation

City Planner

Reviewed By:

BY: Mayor of Easley

BY: City Administrator

BY: City of Easley Attorney

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SPECIAL TERMS AND CONDITIONS
BRUSHY CREEK GREENWAY PROJECT

The City of Easley is requesting sealed bids from qualified contractors for **Brushy Creek Greenway**.

BID AWARD

The City reserves the right to reject any or all bids, and the right to waive technicalities and informalities in bids.

INSPECTION AND ACCEPTANCE

Inspection and final acceptance shall be conducted by the individuals named below:

- City of Easley

GOAL FOR PARTICIPATION

The successful low bidder will be expected to begin work within 90 days following the Notice to Proceed.

TIME FOR COMPLETION:

The completion time for this project is **270** consecutive days to begin on the date designated on the Notice to Proceed. If the project remains uncompleted past the completion date, the agreement may be terminated for cause and the City of Easley will seek a new contractor for the completion of work.

Should the contractor fail to complete this contract and the work provided therein within the time fixed for such completion, the contractor shall become liable to the City for all loss and damage which the City may suffer on account thereof. It is agreed and understood that it is, and will be, difficult and impossible to ascertain and determine the actual damage which the City will sustain in the event of, and by reason of, such delay. It is therefore agreed that the contractor will pay to the City in liquidated damages the sum of \$300.00 per day for each and every calendar day of unexcused delay beyond the time herein prescribed for finishing the work. In case same is not Special Terms & Conditions IFB No. 20-37xx – Page 2 Revised 4.2019 paid, the contractor agrees that the City may deduct the amount of liquidated damages from any money due or that becomes due the contractor under this contract. All deductions from any money due the contractor is considered to be liquidated damages and not a penalty.

The remedies provided for under this provision shall not be construed to limit, waive or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this Contract. Failure of the City to enforce the liquidated damages provision of the contract shall not constitute a waiver of the breach of the contract for failure to perform in a timely manner. Any extension of time will be in the form of a Change Order duly authorized and signed by the proper City officials, prior to quoted completion date.

The contractor shall not be charged with resulting damage if:

- A. The delay in completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to act of God, acts of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, strikes, freight embargoes, delays of subcontractors or suppliers arising from unforeseeable causes beyond their control; and
- B. The contractor, within ten (10) days from the beginning of such delay, (unless City grants a further period of time before the date of final payment under the contract) notifies the City in writing of the cause(s) of delay. The City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of facts justify such an extension, and findings of fact shall be final and conclusive on the parties.

CONTRACTOR INSURANCE REQUIREMENTS

The contractor shall procure and maintain insurance for the duration of this Contract against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the work hereunder by the contractor, its subcontractors, agents, representatives, or employees for not less than any limits of liability shown below with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder

Certificate of insurance must be included in the bid.

- A. Commercial General Liability: The contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the contractor and against all claims resulting from damage to any property due to any act or omission of the contractor, his agents, or employees in the operation of the work or the execution of this contract.

Contractor shall maintain General Liability coverage required for a period of not less than five (5) years after project completion. General Liability must include Products/Completed Operations coverage.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the contractor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage\$3,000,000 per occurrence

- B. Comprehensive Automobile Liability: The contractor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage\$1,000,000 Combined Single Limit

- C. South Carolina Workers' Compensation Insurance: The contractor shall maintain Workers' Compensation Insurance for all of contractor's employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against City, its officers, officials, agents, and employees.

South Carolina Workers' Compensation - Statutory Limits

Employers Liability Insurance - \$500,000 Each Accident

- \$500,000 Disease Each Employee

- \$500,000 Disease Policy Limit

Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable. Certificates showing proof of such insurance shall be submitted to City prior to commencement of services under this Agreement by email to cshort@cityofeasley.com, efortner@cityofeasley.com and mdipietro@cityofeasley.com . Further, it shall be an affirmative obligation upon the contractor to advise City by e-mail to cshort@cityofeasley.com, efortner@cityofeasley.com and mdipietro@cityofeasley.com, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

The General Liability policy is to contain or be endorsed to name City, its officers, officials, agents and employees as additional insureds as respects the liability arising out of the activities performed under this Contract. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Contractor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII and licensed to do business in the State of South Carolina, unless otherwise acceptable to the City; and contractor shall not self-insure in satisfaction of any insurance requirement hereunder without the express, written approval of City. Contractor shall insure that its subcontractors, hereunder, comply with the insurance requirements set out herein; when requested by the City, the contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

BID BOND

Bidders shall submit with their bid, A BID BOND IN THE AMOUNT OF FIVE PERCENT (5%) OF QUOTED BID PRICE. This bond may be in the form of a Certified Check, Cashier's Check, or Bank Money Order of any national or state bank and shall be made payable to the City of Easley, South Carolina. Bids submitted without being accompanied by any of the foregoing shall be considered non-responsive and will be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and performance bond and/or payment bond are not promptly and properly executed as stated below.

RETURN OF BID BOND

When bids are awarded, the Purchasing Division will immediately return all bonds, except those of the successful bidder. The bond of the successful bidder will be returned upon compliance with the Performance and Payment Bond requirement.

PERFORMANCE BOND AND PAYMENT BOND

The successful bidder shall furnish a satisfactory Performance Bond along with Payment Bond in the **FULL AMOUNT OF THE CONTRACT PRICE** to the City within ten (10) business days from contract execution.

Each bond furnished by contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Contractor shall be in form suitable to City and shall be executed by a surety, or sureties, licensed in South Carolina and reasonably acceptable to City.

The Performance Bond will be in effect until all work has been completed and accepted by the City of Easley.

The Payment Bond of the successful bidder shall assure that the contractor will promptly make payments to all persons supplying the contractor with labor and/or materials in the prosecution of the work provided for in the contract.

FAILURE TO PROVIDE PERFORMANCE/PAYMENT BONDS WHEN REQUIRED

In the event the successful bidder fails to deliver to the City Purchasing Division the Performance and Payment Bonds in said period of **TEN BUSINESS DAYS** after contract execution, then the Bid Bond of the bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall have the option of terminating the contract. The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

UNIT PRICES:

The unit price for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the total original contract price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in the General Conditions.

END OF SECTION

GENERAL TERMS & CONDITIONS
BRUSHY CREEK GREENWAY PROJECT

USE OF SEPARATE BID FORMS:

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders. They may be detached or photocopied from the Contract Documents for purposes of bidding.

AWARDING OF CONTRACT:

Bids may be held by the City of Easley for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the contract.

INTERPRETATIONS OR ADDENDA:

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Any inquiry received three or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

Any revisions to this Request for Proposal will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Invitation for Bids will be posted on the City of Easley website.

All bidders should consult this website for updates before submitting bids.

THE DEADLINE FOR QUESTIONS IS: FEBRUARY 15th, 2023, at 2:00PM

INSPECTION OF SITE:

Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the existing conditions at the site and schedule of work relating to construction and labor and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize themselves with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Easley will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

ALTERNATIVE BIDS:

- A. All Bids must be submitted on forms supplied by the City of Easley and shall be subject to all requirements of the Contract Documents, including the Drawings, and this INFORMATION TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- B. Bid Documents, including the Bid shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the project and date and time of Bid opening in order to guard against premature opening of the Bid.
- C. The City of Easley may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- D. If the Contract is awarded, it will be awarded by the City of Easley to a responsible Bidder based on the lowest Bid and the selected Alternative Bid items if any. The Contract will require the completion of the work according to the Contract Documents.

COLLUSIVE AGREEMENTS:

- A. Each Bidder submitting a Bid to the City of Easley for any portion of the work contemplated by the documents on which Bidding is based shall execute and attached thereto, a statement substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation with regard to any Bid submitted.
- B. The City of Easley reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform, or does not plan to perform, with his own forces the major portion of the work involved in construction of the improvements embraced in this Contract. The maximum amount of subcontract work shall not exceed 70% of the total project cost without prior approval of the City of Easley. The City of Easley reserves the right to either accept or reject any bid where the planned subcontract amount exceeds 70% of the total bid amount.
- C. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval by the City of Easley. The Contractor shall not use any unapproved Subcontractors, nor shall any additional compensation be allowed because of rejection by the City of Easley of any Subcontractor.

CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

TIME FOR RECEIVING BIDS:

- A. Bids received prior to the advertised hour of opening will be securely kept and sealed. The officer whose duty to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered: except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the City of Easley that the non-arrival on time was due solely to delay in the mail for which the Bidder was not responsible, such Bid will be received and considered.

- B. Bidders are cautioned that, while electronic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection

OPENING OF BIDS:

At the time and place fixed for the opening of Bids, the City of Easley will cause to be opened and publicly read aloud every Bid received with the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

WITHDRAWAL OF BID:

Bids may be withdrawn or written, or electronic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided that written confirmation of any electronic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

AWARD OF CONTRACT - REJECTION OF BIDS:

- A. Award will be made to the lowest responsible, responsive BIDDER whom which is listed on the SCDOT prequalified list. A responsive bidder is defined as one whose bid is complete and submitted in accordance with the contract documents without excision, special conditions, or alternate bids (unless specifically requested in the bid form). A responsible bidder is defined as one who maintains a permanent place of business, has adequate plant equipment to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, is properly licensed, listed on the SCDOT prequalified list and is considered by the City of Easley and Engineer to be capable of performing the work in accordance with the contract documents.
- B. The City of Easley may hold all bids for a period not to exceed sixty (60) days from the date of opening the bids for review before awarding the contract.

EXECUTION OF AGREEMENT:

Subsequent to the award and within ten (10) days after the prescribed form are presented for signature, the successful Bidders shall execute and deliver to the City of Easley an Agreement in the form included in the Contract Documents in such number of copies as the City of Easley may require.

CONTRACTOR LICENSES:

The Bidder shall have all required and valid Contractor's license at the time of the Bid to Bid and perform work in the State of South Carolina. The limits of such licenses must be equal to or greater than the work on which a Bid is submitted. The Bidder's and Contractor's license number is to be included in the bid documents. Failure to list Contractor's license numbers may be cause for the Bid to be rejected.

LICENSES AND PERMITS:

The statement of Bidder must secure all state and local permits and licenses required. Such permits must be readily available at all times for inspection.

INSPECTION:

The work is to be inspected by the City of Easley. All work is subject to inspection and approval by the City of Easley and South Carolina Department of Health and Environmental Control. The Contractor shall immediately repair and rework any and all work not approved by the above approving agencies.

POLICY CONCERNING MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

COMPLIANCE WITH THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

Any contractor entering into a service contract with the City of Easley must certify to the City of Easley that the contractor intends to verify any new employee's status and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employee's status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

END OF SECTION

SCOPE OF WORK
BRUSHY CREEK GREENWAY PROJECT

The City of Easley is soliciting sealed and competitive bids from qualified contractors for the Brushy Creek Greenway Project. The work under this contract will include construction of approximately 2,000LF of asphalt multi-use path and 2 sections of boardwalk approximately 745LF to traverse the Brushy Creek and associated wetlands within the project corridor.

The Brushy Creek Greenway Trail is owned and maintained by the City of Easley. The project is federally funded through the City of Easley General Fund.

The project will be administered and managed by the City of Easley. The contractor chosen to complete the work will be responsible for providing all materials and labor needed to complete the job. It is the contractor's responsibility to visit the site and review all construction plans.

Copies of the Contract Documents may be viewed by appointment at the City of Easley Public Works Department 201 Pope Field Road, Easley S.C. 29642. Prospective Bidders are required to submit appointment request via email to both cshort@cityofeasley.com and efortner@cityofeasley.com. To obtain hard copies, prospective bidders are required to contact Mario DiPietro at mdipietro@cityofeasley.com, along with a non-refundable payment of \$150.00 per full set or \$100.00 per half set.

END OF SECTION

PROJECT SPECIFICATIONS
BRUSHY CREEK GREENWAY PROJECT

The Project Owner and Contracting Agency is the City of Easley. Any reference in the specifications or special provisions to the terms “Department” or other like terms used to describe the facility owner, shall be interpreted as meaning the City of Easley, as appropriate.

END OF SECTION

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BID SUBMISSION SHEET

When responding to this Bid, the following documents must be included. Omission of any one may be reason for disqualification of bid.

- 1) All pricing and costing data as called for in the Bid; bid form will be signed. **Bid Form not signed may be rejected.**
- 2) Invitation to Bid
- 3) DBE Committal Sheet
- 4) Equal Employment Opportunity Performance Certification
- 5) Bid Form
- 6) Certification Regarding Debarment, Suspension
- 7) Bid Bond
- 8) Contract
- 9) Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).
- 10) Copy of South Carolina Contractor's License
- 11) Insurance Certificates
- 12) Ethics in Public Contracting Certification
- 13) Non-Collusion Affidavit
- 14) Certification of Compliance with the South Carolina Illegal Immigration Reform Act
- 15) Sub-contractor/Sub-consultant Participation form
- 16) Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)

BID FORM

CITY OF EASLEY

STATE OF SOUTH CAROLINA

Brushy Creek Greenway - LPA-01-15, Project ID: P027683

BIDDER'S NAME: _____

DATE: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE NUMBER: _____

CONTRACTOR'S LICENSE NO: _____

TO OWNER: CITY OF EASLEY
205 N. First Street
Easley, SC 29640

The undersigned, as bidder, hereby declares that the only person, or persons, interested in this bid as principal(s) is, or are, named herein, and that no other person has any interest in the bid or the contract to be entered into; that this bid is made without connection with any person, company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the contract documents relative thereto; and that he/she has satisfied himself/herself as to the work to be performed.

The bidder further proposes and agrees, if this bid is accepted, to contract with the Owner in the attached form of agreement, to furnish all material, equipment, tools, apparatus means of transportation, and labor necessary to complete the project in full and complete accordance with the contract documents, to the full and entire satisfaction of the Owner, at the prices and amounts listed below.

The bidder further agrees to commence work on the date stipulated in the notice to proceed and to fully complete the project within the number of consecutive calendar days thereafter as listed below. The bidder also agrees to pay as liquidated damages, the sum as listed below for each consecutive calendar day thereafter the project remains incomplete.

- Completion Time: 270 Days
- Liquidated Damages:\$300.00 per day

The undersigned Bidder agrees that if this Proposal shall be accepted, the undersigned will, within ten (10) days after notifications of such acceptance, enter into the contract for their performance of all work proposed under this improvement within the number of calendar days as stated herein, and, as a guaranty of the faithful performance thereof, to furnish at the time of executing the contract a performance bond in an amount not less than one hundred percent (100%) of the total amount bid, and with sureties subject to the approval of the Owner. Upon failure to execute the contract and bond as aforesaid, it is agreed that the undersigned shall forfeit check accompanying this proposal to the Owner as liquidated damages caused by such failure.

The work consists of the approximate quantities shown herein which will be used as a basis for comparison of bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work will correspond with the estimated quantities.

In case of error in extension, the unit price shall govern rather than the amount. For lump sum items, the individual amounts shall govern the total of the bid in case of discrepancy.

The Owner may delete from the contract any or all of the alternates listed in the bid form.

The prices and amounts listed below include all labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, taxes, etc., to cover the finished work in place.

- 1) IN SUBMITTING THIS Bid, the Bidder understands that the right is reserved by the City of Easley to reject any and all Bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the opening thereof, or at any time thereafter, before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10)days after the agreement is presented to him for signature.
- 2) Bidder's signature hereto is a statement in proof that the undersigned has not entered into a collusive agreement with any person in respect to this bid or any other bid or the submitting of Bids for the Contract for which this Bid is submitted.

- A) Neither the said Bidder or any of its officers, partners, owners, agents, representative, employees or parties in interest, including his affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices the attached Bid or of any other bidder, or to fix any overhead, profit or cost element collusion, conspiracy, connivance or unlawful agreement any advantage against the OWNER or any person interested in the proposed Contract; and
- B) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- It is understood and agreed that the quantities shown herein are approximates only and are subject to increase or decrease.
 - Bidder proposes to complete work in accordance with the specifications and as described in the Invitation for Bids for the price of (*see chart on next page*):

City of Easley - Recreation Department
Brushy Creek Greenway Project

Bid for project

ERD Project 23-001

1/30/2023

Item No.	Item	Units	Qty	Unit Cost	Item Cost
1031000	Mobilization	LS	1.0		\$ -
1032010	Bonds And Insurance	LS	1.0		\$ -
1050800	Construction Stakes, Lines & Grades	EA	1.0		\$ -
1071000	Traffic Control	LS	1.0		\$ -
2011000	Clearing And Grubbing Within Right Of Way	LS	1.0		\$ -
2025000	Removal And Disposal Of Existing Asphalt Pavement	SY	200.0		\$ -
2031000	Unclassified Excavation	CY	689.0		\$ -
2033000	Borrow Excavation	CY	1017.0		\$ -
3050106	Graded Aggr. Base Course-6"Unif	SY	2626.0		\$ -
4010005	Prime Coat	GAL	709.0		\$ -
4011004	Liquid Asphalt Binder Pg 64-22	TON	16.0		\$ -
4030320	Hot Mix Asphalt Surface Course Type B	TON	244.0		\$ -
6271074	4" Yellow Solid Lines (Pvt. Edge Lines) Thermo-90 Mil.	LF	90.0		\$ -
6510105	Flat Sheet, Type Iii, Fixed Sz. & Msg. Sign	SF	33.0		\$ -
6531205	U-Section Post For Sign Supports - 2p	LF	32.0		\$ -
7065080	Treated Str. Timbr Brdwlk-8'xmax	LF	744.0		\$ -
8068301	Temporary Barrier Fence	LF	960.0		\$ -
8081000	Moving Item No. 1- Educational Kiosk	LS	1.0		\$ -
8091010	Right Of Way Marker (Rebar & Cap)	EA	26.0		\$ -
8091050	Right Of Way Plat	LS	1.0		\$ -
8100100	Permanent Cover	ACRE	2.0		\$ -
8101100	Select Material	CY	40.0		\$ -
8101110	Straw Or Hay Mulch With Tackifier	ACRE	2.0		\$ -
8104005	Fertilizer (Nitrogen)	LB	360.0		\$ -
8104010	Fertilizer (Phosphoric Acid)	LB	480.0		\$ -
8104015	Fertilizer (Potash)	LB	240.0		\$ -
8105005	Agricultural Granular Lime	LB	200.0		\$ -
8109050	Selective Watering	GAL	54300.0		\$ -
8109901	Mowing	ACRE	4.0		\$ -
8151111	Temporary Erosion Control Blanket (Class A)	MSY	5.0		\$ -
8152007	Sediment Tubes For Ditch Checks	LF	100.0		\$ -
8153000	Silt Fence	LF	6717.0		\$ -
8153090	Replace/Repair Silt Fence	LF	672.0		\$ -
8154050	Removal Of Silt Retained By Silt Fence	LF	1680.0		\$ -
8156490	Stabilized Construction Entrance	SY	550.0		\$ -
8999138	Wood Fencing	LF	2017.0		\$ -

Project Total \$ -

Specific Notes:

All materials and cost associated with the construction of the Treated Structural Timber Boardwalk are included in pay item 7065080. See structures plans.

Disclaimer

This cost estimate was developed by identifying pay items and establishing quantities based on the current bid-ready construction documents. Final construction cost opinions include a 10% contingency to cover items that are unanticipated or otherwise unknown at the time of bidding and contract award. Unit costs are based on 2022 dollars and were assigned based on historical cost data from SCDOT Bid Tabs and estimator experience. Cost estimates do not include easement and right-of-way acquisition; permitting, inspection, or construction management; escalation; or the cost for ongoing maintenance. This cost estimate is provided for the Client's information, and is based on the design professional's recent experience, adjusted for factors known at the time of preparation. Toole Design Group, LLC has no control over the cost of labor and material, competitive bidding, or market conditions; and makes no warranties, expressed or implied, concerning the accuracy of the estimate as compared to actual bids or cost to the Client.

BIDDER REFERENCES & PAST EXPERIENCE (MINIMUM OF THREE (3))

- 1) Company Name: _____
 - a. Address: _____
 - b. Contact Person and Title: _____
 - c. Phone: Email: _____
 - d. Scope of Work: _____
- 2) Company Name: _____
 - a. Address: _____
 - b. Contact Person and Title: _____
 - c. Phone: Email: _____
 - d. Scope of Work: _____
- 3) Company Name: _____
 - a. Address: _____
 - b. Contact Person and Title: _____
 - c. Phone: Email: _____
 - d. Scope of Work: _____

NAME OF INSURANCE CARRIERS

Liability _____	Expires _____
Property Damage _____	Expires _____
Workers' Compensation _____	Expires _____

BIDDING ORGANIZATION

Company Name _____

Post Office Box _____ City _____ State _____ Zip _____

Street Address Zip _____ Zip _____

Telephone _____ Fax _____

Email _____

*Signature of Bidder's Representative _____

Bid may not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the Bidder.

Printed Name _____

Title _____ Date _____

END OF SECTION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this certification.

THE CONTRACTOR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Contractor

Signature

Title

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as PRINCIPAL, AND

_____ as SURETY are held and firmly bound unto

_____ hereinafter called the

"Local Public Agency", in the penal sum of _____

Dollars, (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated _____, 20_____, for

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the said opening, and shall within the period specified therefore, or info period be specified, within the (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract: or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified to said Bid and the amount for which the Local Public Agency may procure the required work or supplies for both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS
THIS _____ DAY OF _____, 20_____.

IN THE PRESENCE OF:

CITY OF EASLEY - OWNER

CITY ADMINISTRATOR

CONTRACTOR

OWNER
(or authorized representative)

END OF SECTION

CITY OF EASLEY CONTRACT

CONSTRUCTION CONTRACT NOTE: The following Contract between Owner and Contractor is a base form contract, and not the actual contract which will be entered into between the City and the selected contractor. Rather, the contract which will be entered into by and between the City and the selected contractor will be in substantially the form as following, with changes necessary to conform to the project. As the extent of the work to be done can only be estimated at this time, the fixed price component of this contract will be the unit prices, and the contract will be structured accordingly

THIS AGREEMENT made this _____ day of _____, 2021, by and between _____ (a corporation organized and existing under the laws of the State of South Carolina) hereinafter called the CONTRACTOR, and the City of Easley, SC hereinafter called the OWNER.

WITNESSETH, that the Contractor and the local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE I: Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project, all within **120** days from the date of Notice to Proceed; namely

Brushy Creek Greenway - LPA-01-15, Project ID: P027683

all in strict accordance with the Contract Documents including all Addenda thereto, numbered.

ARTICLE II: The Contract Price. The Owner will pay the Contractor for the performance of the Contract, in current funds, the sum of \$ _____ dollars or as shown in the Bid Schedule, for the total quantities of work performed, at the unit prices stipulated in the bid, for the several respective items of work completed, subject to additions and deductions as provided in the General Conditions

ARTICLE III: Contract. The executed contract documents shall consist of the following:

- A) This Agreement
- B) Addenda
- C) Invitation to Bid
- D) Information to Bidders
- E) Signed Copy of Bid
- F) General Conditions
- G) Supplemental Conditions

THIS AGREEMENT, together with other documents enumerated in this Article III, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of any component part of this Contract conflicts with any provisions of any other component part of this Contract the provision of the component part first enumerated in this Article III shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in THREE (3) original copies on the day and year first written.

CITY OF EASLEY, SC
(Owner)

Signature

Title

Contractor

Signature

Title

END OF SECTION

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ (title) for/of _____
(company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

COMPANY/BUSINESS

DATE

BY: _____
SIGNATURE

PRINTED NAME

SWORN to before me this _____
day of _____, 20_____

ITS: _____
TITLE

Notary Public for _____ (state)
My commission expires _____
By: _____
(signature)

END OF SECTION

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Easley, SC or any person interested in the proposed contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

COMPANY/BUSINESS

DATE

BY: _____
SIGNATURE

PRINTED NAME

SWORN to before me this _____
day of _____, 20____

Notary Public for _____ (state)

My commission expires _____

By: _____
(signature)

ITS: _____
TITLE

END OF SECTION

**CERTIFICATION OF COMPLIANCE WITH THE
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

I, _____, hereby state and declare that I am the
(name)

_____ of _____, and
(title) (name of entity)

hereby certify to the City of Easley that, as to any service contract subsequently entered into with the
City of Easley, that _____ intends to
(name of entity)

verify any new employee's status, and require any of my subcontractors or sub-subcontractors performing
services under any contract with the City of Easley to verify any new employee's status, per the terms of
the South Carolina illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of
Laws of South Carolina, 1976.

COMPANY/BUSINESS

DATE

BY: _____
SIGNATURE

PRINTED NAME

ITS: _____
TITLE

END OF SECTION

SUB-CONTRACTOR/SUB-CONSULTANT PARTICIPATION FORM

Project: _____

We, _____,

(Name of Bidder/Proposer)

do hereby certify that the following list contains all sub-contractors and/or sub-consultants associated with this project, if applicable. I will notify the City of any changes that occur.

Firm Name	Firm Address	Phone Number	Email Address	Trade	Value of Work (\$)

**Add additional page if amount exceeds above slots.*

END OF SECTION

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INFORMATION

DOCUMENT LINK: <https://dor.sc.gov/forms-site/Forms/I312.pdf>

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Our Internet address is: **www.dor.sc.gov**

END OF SECTION

END OF DOCUMENT