

CONTRACT DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS

FOR

DISTRICT 3 SIDEWALKS
(DEERWOOD DRIVE, LAKE MOULTRIE DRIVE,
EMMIE STREET & DEERWOOD DRIVE)

INVITATION-TO-BID: NC-37-16

THE OWNER IS

CITY OF NORTH CHARLESTON
PURCHASING DEPARTMENT
PO BOX 190016
NORTH CHARLESTON, SOUTH CAROLINA

October 31, 2016

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INVITATION-TO-BID

PROJECT: DISTRICT 3 SIDEWALKS – DEERWOOD DRIVE, LAKE MOULTRIE DRIVE,
EMMIE STREET, DEERWOOD DRIVE

PROJECT NO: NC-37-16

OWNER: CITY OF NORTH CHARLESTON
ATTN: PURCHASING DEPARTMENT
PO BOX 190016
NORTH CHARLESTON, SC 29419

RECEIPT OF BIDS: Separate sealed for the construction of the above referenced project will be received by the Owner at their office, December 13, 2016, at 2:30 p.m. local time at place of bidding, North Charleston City Hall, 2500 City Hall Lane, 3rd Floor Rhett Conference Room, North Charleston SC 29406 and at said office will be publicly opened and read aloud.

Bids sent by regular mail should be addressed to: City of North Charleston, Purchasing Department, P.O. Box 190016, North Charleston, SC 29419-9016.

Bids hand delivered or sent by other courier service should be addressed to: City of North Charleston, Purchasing Department, 2500 City Hall Lane, North Charleston, SC 29406.

PROJECT DESCRIPTION: The work involves various sidewalk improvements within District 3 of the City of North Charleston. Construction of approximately 2840 LF of new concrete sidewalk, 1150 LF of storm drainage and all other appurtenances as shown on the drawings and as specified.

DOCUMENT EXAMINATION: The Contract Documents may be examined at the North Charleston Purchasing Office, 2500 City Hall Lane, North Charleston, SC.

DOCUMENTS AVAILABLE: Copies of the Contract Documents may be obtained by e-mailing a request to dbadillo@northcharleston.org or by visiting www.northcharleston.org and following the links to Purchasing/current bids and downloading the documents.

SECURITY: Each bid must be accompanied by a Bid Bond made payable to the Owner, for an amount equal to not less than 5% of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Performance Bond and 100% Payment Bond will be furnished. Checks, regardless of form, will not be accepted.

OWNER'S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Owner's best interest to do so. Unless all bids are rejected, award will be to the lowest responsive, responsible Bidders.

Denise Badillo
Purchasing Director
843-740-5890

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS:

Bids will be received at the time and place as specified in the Advertisement for Bids, and then at said office publicly opened and read aloud.

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation shall be made in writing to the Owner. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Engineer at least five consecutive calendar days before Bids are opened. In addition, all addenda will be mailed to each person holding Contract Documents, but 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.

2. LICENSES:

The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of South Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any/or all portions of the work included in his Bid.

All Bidders submitting a Bid shall have a currently valid "Contractor's License" for the State of South Carolina. These license numbers shall be shown on the bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid.

Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

3. BID SECURITY:

Each Bid must be accompanied by a Bid Bond duly executed by the Bidder as principal and having as surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner, in an amount not less than five (5) percent of the Bid. Checks, regardless of form, will not be accepted.

Such Bid Bond will be returned to all except the lowest Bidder within three (3) weeks after the Owner and the accepted Bidder have executed the Agreement, or, if no award has been made within ninety (90) calendar days after the date of the opening of Bids, upon demand

of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

4. GUARANTY BONDS:

The Bidder to whom the contract is awarded will be required to execute the Agreement and obtain the performance Bond and payment Bond, each in the sum of the full amount of the Contract Price, within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder.

The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

Each Bond must be valid for one year beyond the date of final acceptance of the project.

5. POWER OF ATTORNEY FOR BONDS: Attorney's-in-fact who sign Bid Bonds or Performance Bonds or payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

6. COLLUSIVE AGREEMENTS:

Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which Bidding is based, shall execute and attach thereto, an affidavit 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.

Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided.

7. STATEMENT OF BIDDER'S QUALIFICATIONS:

Each Bidder shall submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience in the type of work contemplated, and, when specifically requested by the City, a detailed financial statement. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City the Bidder is qualified to carry out properly the terms of the Contract.

8. CORRECTIONS:

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

9. TIME FOR RECEIVING BIDS:

Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.

Bidders are cautioned that, while telegraphic 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.

10. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business up to the time fixed for opening, provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for the Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly. No Bids may be withdrawn however, for a period of 120 consecutive calendar days after bid opening date.

11. AWARD OF CONTRACT/REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible, responsive Bidder based on experience, past performance and qualified personnel. The City, however, reserves the right to reject any and all Bids and to waive any informality or technicality in Bids received whenever such rejection or waiver is in its best interest.

The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

12. NAMING OF SUBCONTRACTORS:

Any bidder or proposer in response to a bid/proposal, shall include the name and the location of the place of business of each subcontractor who will perform work or render service to the prime contractor on or during the construction, and who will specifically fabricate and install a portion of the work. Failure to list subcontractors shall render the prime contractor's bid or offer unresponsive. No prime contractor whose bid/proposal is accepted, shall substitute any person as subcontractor in place of the subcontractor listed in the original bid/proposal, except with the consent of the awarding authority, for good cause shown.

13. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within ten (10) calendar days after he has received Notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages For such failure or refusal, the security deposited with his bid.

14. LAWS AND REGULATIONS:

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included as though herein written out in full.

15. NON-RESIDENT CONTRACTORS:

The City of North Charleston in hiring or contracting, or having a contract with any nonresident taxpayer conducting a business or performing personal services of a temporary nature carried on within this State, where the contract exceeds ten thousand dollars or could reasonably be expected to exceed ten thousand dollars, must withhold two percent of each and every payment made to these nonresidents. The amount withheld will be deposited with the South Carolina Tax Commission.

The above required withholding will not apply if the nonresident is registered or registers with the S.C. Department of Revenue or the S.C. Secretary of State's Office. The nonresident must provide an affidavit to whomever they are contracting with to that effect. A copy of the affidavit is contained in this solicitation.

Additional information and forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration at (803) 898-5872 or by writing the S.C. Department of Revenue, Registration Unit, Columbia S.C. 29214-0140

16. EXAMINATION OF DRAWINGS AND SPECIFICATIONS:

Each Bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder should immediately contact the Engineer in writing and request clarification. The Engineer will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.

17. EXAMINATION OF SITE:

Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

18. BIDS AND QUALIFICATIONS:

Before a Bid is considered for award, the Bidder may be requested by the Engineer to submit A statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available to be used in performing the contemplated work.

19. TIME FOR COMPLETION:

The Bidder must agree to commence work within the time stipulated in the Agreement. The Bidder also must agree to fully complete the project within the time stipulated in the Agreement.

20. IRREGULAR BIDS:

A Bid will be considered irregular and may be rejected for any one of the following reasons:

If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any Part detached.

If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.

If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

If the Bid does not contain a price for each item listed.

If the Bid does not contain the aggregate of the Bid, obtained by adding the extended Amounts of the various items, if applicable.

21. NOTICE TO PROCEED:

The Notice to Proceed will be issued within ten (10) calendar days of the execution of the Agreement by the Owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ten (10)

calendar day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

22. ESTIMATED QUANTITIES:

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the Drawings and specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

23. COMPARISON OF BIDS:

Bids will be compared on the basis of the prices stated in the Bid. In the event there is a discrepancy between the unit price and/or the computed total amount, the unit price shall govern.

24. EASEMENTS:

The Owner has obtained, or will obtain, permanent easements and temporary construction easements through private property. The temporary construction easements entitle the Contractor to the occupancy and use of the designated area near or adjacent to the work for purposes related to the work. The Contractor will not encroach on any property unless it has been established that easements have been obtained. On all other land, the Contractor has no rights unless he obtains permission from the proper parties.

25. WORK IN STATE AND COUNTY RIGHTS-OF-WAY:

The Owner will obtain the necessary easements and permits for construction across both County and State Highway rights-of-way. The Contractor shall abide by all rules, regulations, and requirements of their agencies in regard to construction under this contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of their agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform with and said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices bid. No additional compensation will be allowed for such costs after award of the Contract.

26. ITEMS AND INDETERMINATE ITEMS:

The work to be done under this contract has been divided into items, and items having sub items to enable each Bidder to bid on the different portions of the work in accordance with his unit price estimate of their cost, and so that the actual quantity of work executed under each item, or sub item, may be paid for at the unit price bid for the particular item, or sub

item, even though such quantity is greater or less than the estimated quantity stated in the Bid.

27. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:

The work comprises approximately the quantities shown in the bid form 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 shall correspond with the estimated quantities.

The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 25% of the work contemplated, at the unit prices quoted in the Bid.

28. FORM OF BID:

All Bids must be submitted on the blank bid form provided therefore and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineations, alterations, or erasures.

The Bid must be signed manually by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature.

29. SUBMITTING BIDS:

Each Bid must be submitted on the prescribed bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the bid form is required.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that this Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the bid opening. Owner is not responsible for Bids delayed by mail and/or delivery services of any nature

Bids sent by regular mail should be addressed to: City of North Charleston, Purchasing Department, P.O. Box 190016, North Charleston, SC 29419-9016.

Bids hand delivered or sent by other courier service should be addressed to: City of North Charleston, Purchasing Department, 2500 City Hall Lane, North Charleston, SC 29406.

BID SHEET

To: City of North Charleston
P O Box 190016
North Charleston SC 29419

From: _____

Phone: _____

Fax: _____

E-Mail _____

of the City of _____ County of _____, and

the State of _____, hereinafter called "Bidder".

PROJECT: DISTRICT 3 SIDEWALKS – DEERWOOD DRIVE, LAKE MOULTRIE DRIVE,
EMMIE STREET, DEERWOOD DRIVE

BID NO.: NC-37-16

Gentlemen:

The undersigned, having familiarized (himself, themselves, itself) with the existing conditions on the Project Area affecting the cost of the work, and with the Contract Documents (which includes Invitation for Bids, Instruction to Bidders, the form of Bid, the Form of Contract (or agreement), form of Non-Collusion affidavit, Addenda (if any), General Conditions, Special Conditions, Surety Bond or Bonds and Insurance requirements, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required for the abatement, demolition and debris removal all in accordance with above listed documents at the prices stated below.

In submitting this Bid, the Bidder understands that the right is reserved by the City of North Charleston to reject any and all Bids and to waive any and all technicalities or informalities. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within ninety (90) consecutive calendar 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 insurance certificates and bonds within ten (10) consecutive calendar days after the Agreement is presented to him for signature.

He further understands that the quantities of work tabulated in the Bid are only approximate and it is the contractor's responsibility to quantify the amounts given. Quantities are subject to increase or decrease as deemed necessary to the performance of the work and that these quantities as shown will be used in arriving at the total Contract Price and determination of the lowest Bidder.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 15 calendar days of receipt of the Notice to Proceed and to fully complete the project with 180 consecutive calendar days thereafter.

Bidder also agrees to pay \$100.00/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

SCHEDULE OF PRICES

Deerwood Drive (Vistavia to Greenridge)

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Price</u>	<u>Cost</u>
Mobilization	1	LS	\$ _____	\$ _____
Construction Staking	1	LS	\$ _____	\$ _____
Traffic Control	1	LS	\$ _____	\$ _____
Removal and disposal of concrete	265	SY	\$ _____	\$ _____
Removal of curb & gutter (driveway and ramps)	391	LF	\$ _____	\$ _____
4" concrete sidewalk	828	LF	\$ _____	\$ _____
Concrete driveway (6" uniform)	405	SY	\$ _____	\$ _____
Curb at driveways and ramps	391	LF	\$ _____	\$ _____
Reset fence	20	LF	\$ _____	\$ _____
Relocation of landscaping	1	LS	\$ _____	\$ _____
ADA ramp	27	SY	\$ _____	\$ _____
Detectable warning	22	LF	\$ _____	\$ _____
8" Crosswalk striping (w/ 24" Diagonal lines)	36	LF	\$ _____	\$ _____
24" Stop Bar (Thermoplastic)	14	LF	\$ _____	\$ _____
Type F Inlet Protection	5	EA	\$ _____	\$ _____

SUBTOTAL \$ _____

Lake Moultrie Drive

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Price</u>	<u>Cost</u>
Mobilization	1	LS	\$ _____	\$ _____
Construction Staking	1	LS	\$ _____	\$ _____
Traffic Control	1	LS	\$ _____	\$ _____
Removal and disposal of concrete	126	SY	\$ _____	\$ _____
Removal of curb & gutter (driveway and ramps)	307	LF	\$ _____	\$ _____
4" concrete sidewalk	417	LF	\$ _____	\$ _____
Concrete driveway (6" uniform)	152	SY	\$ _____	\$ _____
Curb at driveways and ramps	307	LF	\$ _____	\$ _____
Relocation of landscaping	1	LS	\$ _____	\$ _____
ADA ramp	26	SY	\$ _____	\$ _____
Detectable warning	14	LF	\$ _____	\$ _____
8" Crosswalk striping (w/ 24" Diagonal lines)	40	LF	\$ _____	\$ _____
24" Stop Bar (Thermoplastic)	16	LF	\$ _____	\$ _____
Type A Inlet Protection	1	EA	\$ _____	\$ _____
Type F Inlet Protection	2	EA	\$ _____	\$ _____

SUBTOTAL \$ _____

Emmie Street

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
Mobilization	1	LS	\$ _____	\$ _____
Construction Staking	1	LS	\$ _____	\$ _____
Traffic Control	1	LS	\$ _____	\$ _____
Removal and disposal of asphalt	184	SY	\$ _____	\$ _____
Removal and disposal of concrete	15	SY	\$ _____	\$ _____
Removal of curb & gutter (driveway and ramps)	84	LF	\$ _____	\$ _____
Removal of 15" RCP	21	LF	\$ _____	\$ _____
Full depth asphalt patch	184	SY	\$ _____	\$ _____
4" concrete sidewalk	439	LF	\$ _____	\$ _____
Concrete driveway (6" uniform)	458	SY	\$ _____	\$ _____
Curb at driveways and ramps	586	LF	\$ _____	\$ _____
15" RCP	180	LF	\$ _____	\$ _____
Type 16 Catch Basin	2	EA	\$ _____	\$ _____
24"x24" Drop Inlet Basin	2	EA	\$ _____	\$ _____
Relocation of landscaping	1	LS	\$ _____	\$ _____
ADA ramp	58	SY	\$ _____	\$ _____
Detectable warning	35	LF	\$ _____	\$ _____
8" Crosswalk striping (w/ 24" Diagonal lines)	40	LF	\$ _____	\$ _____
24" Stop Bar (Thermoplastic)	42	LF	\$ _____	\$ _____
Type A Inlet Protection	2	EA	\$ _____	\$ _____
Type F Inlet Protection	2	EA	\$ _____	\$ _____

SUBTOTAL \$ _____

Deerwood Drive (Dantzler to Fernwood)

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
Mobilization	1	LS	\$ _____	\$ _____
Construction Staking	1	LS	\$ _____	\$ _____
Traffic Control	1	LS	\$ _____	\$ _____
Removal and disposal of asphalt	150	SY	\$ _____	\$ _____
Removal of 15" RCP	151	LF	\$ _____	\$ _____
Removal of 18" RCP	29	LF	\$ _____	\$ _____
4" concrete sidewalk	1140	LF	\$ _____	\$ _____
6" concrete sidewalk	13	LF	\$ _____	\$ _____
Concrete driveway (6" uniform)	180	SY	\$ _____	\$ _____
15" RCP	56	LF	\$ _____	\$ _____
18" RCP	6	LF	\$ _____	\$ _____
14"x23" RCEP	916	LF	\$ _____	\$ _____

Modified Type 9 Catch Basin	9	EA	\$ _____	\$ _____
24"x24" Drop Inlet Basin	1	EA	\$ _____	\$ _____
Removal of trees	1	LS	\$ _____	\$ _____
Reset Fence	20	LF	\$ _____	\$ _____
Relocation of landscaping	1	LS	\$ _____	\$ _____
ADA ramp	40	SY	\$ _____	\$ _____
Detectable warning	30	LF	\$ _____	\$ _____
8" Crosswalk striping	74	LF	\$ _____	\$ _____
24" Stop Bar (Thermoplastic)	24	LF	\$ _____	\$ _____
Type A Inlet Protection	1	EA	\$ _____	\$ _____
Type F Inlet Protection	11	EA	\$ _____	\$ _____
Utility Relocation	1	LS	\$ <u>5000.00</u>	\$ <u>5000.00</u>

SUBTOTAL \$ _____

TOTAL BID \$ _____

Additions to work and deletions from work shall be paid in accordance with the above listed unit prices. The above unit prices shall include all labor, materials, debris removal, abatement, equipment overhead, profit, insurance, taxes, fees, bonds, etc., to cover the finished work.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of acceptance of this Bid, Bidder will execute the formal Agreement attached within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of _____.

(\$ _____) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the State of _____.

A partnership consisting of _____.

The undersigned declares that the person or person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted: _____

By: _____

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of _____ Dollars (\$_____) paid by the City of North Charleston, receipt of which is hereby acknowledged, hereby acknowledges, hereby releases and quit claims to the said_its successors and assigns to the City of North Charleston, the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the work legally described as _____ on account of labor performed and/or material furnished for work or construction of any improvements thereon. That all labor and materials used by the undersigned for said work or improvements have been fully paid for.

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

(Contractor)

By _____

Sworn to and subscribed before me at _____ State of _____

this _____ day of _____ 20____.

Signature of Notary Public

Commission Expires

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) SS
County of _____)

that _____, 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, owner, agents, representative, 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 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 North Charleston 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 any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representative, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Sworn to and subscribed before me at _____ State of _____

this _____ day of _____ 20____.

Signature of Notary Public

Commission Expires

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
)ss
County of _____)

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

- (1) He/She is _____ of _____ hereinafter referred to as the "Subcontractor"
- (2) He/She is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor, for certain work in connection with the Contract pertaining to the Project in _____;
- (3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the subcontractor 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 Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of North Charleston or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the subcontractor's Proposal 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.

(Signed)

(Title)

Sworn to and subscribed before me at _____ State of

this _____ day of _____ 20____.

Signature of Notary Public Commission Expires

CERTIFICATION OF DRUG FREE WORKPLACE

The contractor certifies that he maintains a drug-free workplace and has or will establish a drug-free awareness program that informs employees about the dangers of workplace drug abuse; the contractor's intent to maintain a drug-free workplace; the existence of any available drug counseling, rehabilitation or employee assistance programs; and the penalties that may be imposed upon employees who abuse controlled substances in the workplace.

In the event of the Contractor's noncompliance with the drug free workplace certification of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contract awards with the City of North Charleston.

By: _____

Title: _____

Date: _____

Official Address (including Zip Code) _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

In the event of the Contractor's noncompliance with nondiscrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further contract awards with the City of North Charleston.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: _____

Title: _____

Date: _____

Official Address (including Zip Code) _____

CERTIFICATION REGARDING ILLEGAL IMMIGRATION

The contractor certifies that he/she will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act no. 280) and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

By: _____

Title: _____

Date: _____

Official Address (including Zip Code) _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder
2. Permanent main office address
3. When organized
4. If a corporation, where incorporated
5. How many years have you been engaged in the contracting business under your present firm or trade name
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company
8. Have you ever failed to complete any work awarded to you
9. Have you ever defaulted on a contract
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract
12. Experience in construction work similar in importance to this project
13. Background and experience of the principal members of your organization, including the officers
14. Credit available \$ _____
15. Give Bank reference _____
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City?

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidders Qualifications.

By: _____

Title: _____

Date: _____

Sworn to and subscribed before me at _____ State of _____

this _____ day of _____ 20__.

Signature of Notary Public

Commission Expires

AGREEMENT

This Agreement, made this _____ day of _____ 20____

By and between the City of North Charleston acting herein through its Mayor, hereinafter called "OWNER" and _____
(Name of Contractor)

doing business as _____
(an Individual), (a Partnership) or (Corporation)

of the City of _____ County of _____ and
State of _____ Hereinafter called "CONTRACTOR".

WITNESSED: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

DISTRICT 3 SIDEWALKS – DEERWOOD DRIVE, LAKE MOULTRIE DRIVE, EMMIE STREET AND DEERWOOD DRIVE as per Bid NO.: NC-37-16

- 2. The CONTRACTOR will furnish all of the materials, supplies tools, equipment, labor, and other services necessary for the construction and completion of the work described herein.

- 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and Will fully complete the PROJECT with 180 consecutive calendar days unless the Period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$100.00 For each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

- 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

_____ Dollars

(\$ _____) or as shown in the Bid Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. Advertisement for Bids
- B. Bid Response
- C. Bid Bond
- D. Agreement
- E. General Conditions
- F. Supplemental Conditions
- G. Performance Bond
- H. Payment Bond
- I. Insurance Certificates
- J. Notice of Award
- K. Notice to Proceed
- L. Change Orders
- M. Drawing and specifications
- N. Addenda

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

This AGREEMENT shall be binding on all parties hereto and their respective heirs, executors, administrators, successors and assigns.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in the year and day first above written.

ATTEST:

(Witness)

City of North Charleston
(Owner)

By: _____
R. Keith Summey Mayor

ATTEST:

(Witness)

(Contractor)

By: _____

(Title)

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR FOR AGREEMENT

STATE OF _____)
)ss
COUNTY OF _____)

ON THIS _____ day of _____, 20____, before me personally came
_____ to me known, who being me duly

sworn, did depose and say as follows:

That he/she resides at _____

and is the _____ of _____
(Title of Officer) (Name of Company)

The Corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said Corporation; that the seal affixed to the foregoing instrument is such Corporate Seal and it was so affixed by the order of the Board of Directors of said Corporation; and that by the like order he/she signed thereto his/her name and official designation.

By: _____
(Name)

(Title)

Sworn to and subscribed before me at _____ State of _____

this _____ day of _____ 20____.

Signature of Notary Public

Commission Expires

LIST OF SUBCONTRACTORS

Listed below are the names, addresses, and South Carolina Contractor's license number of the proposed Subcontractors for review and approval by the Owner:

#1. Work to be subcontracted: _____
Name of subcontractor: _____
License Number: _____
Address: _____

#2 Work to be subcontracted: _____
Name of subcontractor: _____
License Number: _____
Address: _____

#3. Work to be subcontracted: _____
Name of subcontractor: _____
License Number: _____
Address: _____

#4. Work to be subcontracted: _____
Name of subcontractor: _____
License Number: _____
Address: _____

#5. Work to be subcontracted: _____
Name of subcontractor: _____
License Number: _____
Address: _____

A bidder or offeror shall submit, along with the bid, the name and the location of the place of business of each subcontractor who will perform work or render service to the prime contractor to or about the construction. No prime contractor whose bid is accepted shall substitute any person as subcontractor in place of the listed subcontractor, except with the consent of the owner, for good cause shown.

NOTICE OF AWARD

To:

Project Description: **DISTRICT 3 SIDEWALKS – DEERWOOD DRIVE, LAKE MOULTRIE DRIVE, EMMIE STREET, DEERWOOD DRIVE** as per Bid No: NC-37-16

The OWNER has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and certificates of insurance within ten (10) consecutive calendar days from the date of receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

Dated _____

CITY OF NORTH CHARLESTON
(Owner)

By _____
Mayor R. Keith Summey

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Contractor _____

this the _____ day of _____, 20____.

By _____

Title _____

NOTICE TO PROCEED

Date: _____

To:

PROJECT: DISTRICT 3 SIDEWALKS – DEERWOOD DRIVE, LAKE MOULTRIE DRIVE, EMMIE STREET, DEERWOOD DRIVE

PROJECT NO.: NC-37-16

You are hereby notified to commence WORK in accordance with the Agreement dated

_____ 20__, and agree to complete all work within 180

consecutive calendar days. Therefore, all work will be completed by _____,

20__.

City of North Charleston
(owner)

By: _____
Mayor R Keith Summey

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged

By _____

Date _____

Title _____

STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE
NONRESIDENT TAX PAYER REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate Name of Nonresident Taxpayer:

2. Trade Name (Doing Business As):

3. Mailing Address:

4. Federal Identification Number:

5. Hiring or Contracting with:
City of North Charleston
P.O. Box 190016, North Charleston, SC 29419-9016

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate statement below):
____ The South Carolina Secretary of State or
____ The South Carolina Department of Revenue
Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that fine; imprisonment or both could punish any false statement contained herein.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40(b)(6)(f)(5), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

_____ (Seal)

(Signature of Owner, Partner or Corporate Officer)

(Date)

If corporate officer state title: _____

(Name - please print)

GENERAL SPECIFICATIONS/GENERAL CONDITIONS

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term “Contract” means the Contract executed by the City and the Contractor, of which these GENERAL CONDITIONS PARTS form a part.
- b. The term “City or Owner” means the City of North Charleston which is authorized to undertake this contract.
- c. The term “Contractor” means the person, firm or corporation entering into the Contract with the City to construct and install the Improvements embraced in this contract.
- d. The term “Project Area” means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.
- e. The term “Engineer” means CITY DIRECTOR OF PUBLIC WORKS, Engineer in charge, Contracted Architectural/Engineering Firm serving the City with architectural or engineering services, his successor, or any other person or persons employed by the City for the purpose of directing or having charge of the work embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- f. The term “Contract Documents” means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
- g. The term “drawings” means the drawings listed in the Schedule of Drawings.
- h. The term “Technical Specifications” means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- i. The term “Addendum” or “Addend” means changes, revisions or clarifications of the Contract Documents which have been duly issued by the City to prospective Bidders prior to the time of receiving Bids.

- j. A “General Contractor” shall be one who for a fixed price, commission fee or wage undertakes or offers to undertake the construction or superintending of construction of any building, highway, sewer, grading, improvement, re-improvement, structure, or part thereof.
- k. A “Mechanical Contractor” is one who for a fixed price, commission, fee or wage undertakes or offers to undertake any plumbing, heating, air conditioning, lightning protection work, or electric work.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expedition of his work.
- b. The Contractor shall lay out his work, and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. OTHER CONTRACTS

The City may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

104. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material men engaged upon this Contractor. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

105. MUTUAL RESPONSIBILITY OF CONTRACTOR

If through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the City shall be allowed, the Contractor shall pay all costs and expenses in connection therewith.

106. PROGRESS SCHEDULE AND SCHEDULE OF VALUES

If the Contractor elects to request partial payments, he shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

107. COST BREAKDOWN

If the Contractor elects to request partial payments, he shall submit to the City a breakdown of his estimated cost of all work, so arranged and itemized as to meet the approval of the City. This breakdown shall be submitted promptly after the execution of the Agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the City, the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

108. PAYMENTS TO CONTRACTOR

a. Partial Payments

- i) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of the work completed to date, the value of materials stored on the site or stored off-site in a bonded warehouse and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of the previous payments. The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices established in the COST BREAKDOWN and adjusted in accordance with the value of work completed to date on approved change

orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the Engineer.

- ii) Monthly or partial payments made by the City to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

b. Final Payment

- i) After final inspection and acceptance by the City of all work under the Contract, the Contractor shall prepare his requisition for final payment which will be based upon the lump-sum shown in the Agreement or this sum as adjusted by approved Change Orders. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the City with a release in satisfactory form of all claims against the City arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section DISPUTES under GENERAL CONDITIONS hereof.
- ii) The City, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplies, materials, equipment (installed on the Project) and services to the Contractor, if the City deems the same necessary in order to protect its interest. The City, however, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made in no way impair the obligations of any surety or sureties furnished under this Contract.
- iii) Withholding of any amount due the City under Section LIQUIDATED DAMAGES under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

c. Withholding Payments

The City may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the City and if it so elects may also withhold any amounts due from the Contractor to any subcontractor or material dealers, for work

performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and his subcontractors or Material Dealers, or to withhold any monies for their protection unless the City elects to do so. The failure or refusal of the City to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

109. CHANGES IN WORK

- a. The City may make any changes in the scope of the work required to be performed by the Contractor under the Contract by use of a Change Order, and without relieving or releasing the Contractor from any of his obligations under the Contract provisions, and without effecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original contract, unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for adjustment of the Contract Price will be valid unless so ordered.
- c. If applicable unit prices are contained in the Agreement (establishing as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the City may order the Contractor to proceed with the additional work at the prices specified in the Contract, provided that the original total amount shown in the Agreement may not be increased or decreased by more than twenty-five percent (25%) in accordance with Section UNIT PRICES under INSTRUCTIONS TO BIDDERS.
- d. If applicable unit prices are not contained in the Agreement or if the total change increases or decreases the total Contract Price by more than twenty-five percent (25%), the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 - i) If the proposal is acceptable the City will prepare the Change Order in accordance therewith for acceptance by the Contractor, or;
 - ii) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance

plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

- e) Each Change Order shall include in its final form:
 - i) A detailed description of the change in the work.
 - ii) The Contractor's proposal (if any) or a conformed copy thereof.
 - iii) A definite statement as to the resulting change in the contract price and/or time.
 - iv) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the Change Order.

110. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten consecutive calendar days after receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claims will be considered unless so made.
- b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors which resulted, or would result, in handling more material, or performing more work than would be reasonably estimated from the Drawings and maps issued.
- c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the City and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the City.
- d. If, on the basis of available evidence, the City determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section CHANGES IN THE WORK under GENERAL CONDITIONS hereof.

111. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- a. Termination for Non-Compliance with Drug Free Workplace Act: In accordance with the Drug Free Workplace Act, this contract is subject to immediate termination,

suspension of payment, or both, if the Contractor fails to comply with the terms of the Drug Free Workplace Act.

- b. Termination for Cause: If the Contractor fails to perform the work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the City, to comply with any of the terms and conditions of the Contract Documents, then this Contract may be cancelled and terminated by the City at any time within the Contract period without advance written notice, and the Contractor and his Surety shall be liable to the City for any excess cost occasioned the City. Default or breach of any clause of this contract shall constitute "cause" for termination.

Further, any act of omission by the Contractor which is contrary to law or public policy shall be considered "cause" allowing termination as provided herein. The City will not be liable for any termination costs where termination is for cause. Whether or not the Contractor's right to proceed with the work is terminated, it and its sureties shall be liable for any damage to the City resulting from Contractor's default/breach.

- c. Termination for Convenience: The City shall have the right to terminate this Contract for convenience upon ten (10) days advance written notice. In the event that this Contract is terminated or cancelled upon the request and for the convenience of the City, then the City shall pay Contractor for all materials purchased to date on the City's behalf and for the value of services rendered to date (including reasonable profit margin). The City shall not otherwise pay for costs of termination, opportunity costs, or any costs or amounts of other description. As a prerequisite to Contractor receiving payment for goods purchased on City's behalf, the Contractor shall first turn over possession and all right title or other interest in the materials to the City.
- d. Termination for Non-Appropriation of Funds: The City, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a Federal, State, City or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.
- e. Termination for Harassment/Discrimination: Neither Contractor, nor any employee or agent of Contractor, shall discriminate against or harass any person because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that such conduct does not occur. Violation of this clause may result in immediate termination of all contracts between the City and the Contractor "for cause" and may further result in Contractor being suspended or debarred from bidding on future contracts.

- f. Liquidated Damages for delays. If the work is not completed within the time stipulated in the Notice to Proceed, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the City as fixed and agreed, liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section LIQUIDATED DAMAGES under SPECIAL CONDITIONS hereof, and the Contractor and his sureties shall be liable to the City for the amount thereof.
- g. Excusable delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
 - i) To any acts of the Government, including controls or restrictions on requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National Emergency;
 - ii) To any acts of the City;
 - iii) To causes not reasonably foreseeable by the parties to this Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions;
 - iv) To any delay of any subcontractor occasioned by any of the causes specified in i, ii, and iii above. Provided, however, the Contractor promptly notifies the City within ten (10) consecutive calendar days in writing of the cause of the delay. Upon receipt of such notification the City shall ascertain the facts and the cause and extent of delay. If upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligation, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, and other financial institutions may be made without the consent of the City. No assignment or novation of this contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to prior lien for labor performed, services rendered, and materials, tools, equipment and supplies for the performance of the work under this

Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

- a. All disputes arising under this Contract or its interpretation whether involving law or fact or both, or extra work, and all claims for alleged breach of contract, shall within ten (10) consecutive calendar days of commencement of the dispute be presented by the Contractor to the Local City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Contractor does not agree with any decision of the City, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.
- d. The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a non-jury hearing in the Circuit Court within the ninth Judicial Circuit of Charleston County, Charleston, South Carolina. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall immediately be submitted to the City, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk.

115. ASBESTOS/LEAD FREE MATERIALS

The City continually strives to eliminate asbestos and lead-based coatings from all structures. Consequently, all new construction, improvements and repair work shall be accomplished using materials that do not contain those substances. Contractors must certify that certain materials used in this project are free of asbestos or lead. In addition to shop drawing submittal requirements discussed further on, the Contractor shall also prepare and submit two copies of Material Safety Data Sheets (MSDS) for any materials in the following categories that are to be used in the project. THESE MSDS SUBMITTALS shall be divided into two separate packages, forwarded together under the Contractor's cover letter certifying that the work accomplished is asbestos and lead free. This document package shall be submitted as a portion of the contract close out documents.

Thermal Systems Insulation, including batt insulation, blown insulation, sprayed insulation, and any adhesives or sealants associated with systems installation. Also included is water, steam refrigerant and associated piping insulation.

Roofing materials including felt and resin paper, rolled roofing, asphalt, shingles and elastomeric roof covering.

Fire retardant materials including caulk, mineral wool, joint sealants, fireproofing mortar, spray-applied fire proofing, foam sealants.

Acoustical Spray/Ceiling Spray	Ceiling Tile
Floor Tile and Adhesive	Caulking and Sealing Materials
Gypsum Board/Tape/Joint Compound	

Any troweled material including concrete, mortar, adhesives, stucco (including synthetic stucco)

Paint, Stain, Varnish, Polymer Coating Material, Primers, Liquid Surface Preparation Materials, Sealers.

116. SHOP DRAWINGS

- a. The Contractor shall review the documents and develop a submittal log on a form similar to that provided by the Owner, listing all submittals including catalog cuts, shop drawings, product information, and so forth. The submittal log will be submittal number one. It will be used as a guide and management tool throughout.
- b. All required shop drawings, machinery details, layout drawing, etcetera shall be submitted in five (5) copies, two of which will be returned to the Contractor, plus sufficient additional copies to satisfy other contractor, sub-contractors and supplier needs as required by the Contractor for their distribution, for review as soon as practicable but not less than three (3) weeks in advance of need to afford ample time

for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed only at his own risk with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are reviewed, and no claim by the Contractor for extension of the Contract time will be granted by reason of his failure in this respect.

- c. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper submission. If any drawings show variations from the requirements of the contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- d. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the City not involving a change in contract price or time, the Engineer may approve the drawing. The approval in general shall not relieve the contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the City to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all contract stipulation and covenants; and that it is without prejudice to any and all rights of the City under the Contract and surety bond or bonds".

117. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in his possession which should be furnished by the City under the terms of this Contract, and which he will require for the planning and execution of the work. Such requests may be submitted from time to time as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within one week after contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

118. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be

new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

- b. The Contractor shall furnish to the City for approval, the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with pertinent information as required, and shall likewise submit for approval as required, full information concerning all other materials or articles which he proposed to incorporate in the work, (See Section SAMPLES, CERTIFICATES, AND TEST under GENERAL CONDITIONS hereof).
- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Proposals/Bids, except as limited to standards referred to in the Technical Specifications shall have full force and effect as though printed therein.
- e. The City may require the Contractor to dismiss from work any employee or employees as the City or the Engineer may deem incompetent, careless, or insubordinate.

119. "BRAND NAME OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's name, trade names, catalogue numbers, etc., it is intended merely to establish a standard, and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

120. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bonds. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.

- b. Each sample submitted by the contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- c. Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable
- d. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - i) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer.
 - ii) The Contractor shall assume all cost of re-testing materials which fail to meet contract requirements.
 - iii) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.
 - iv) The Owner will pay for all other expenses.

121. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the

difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the City, but a Change Order will be issued to cover the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government, the fees or charges for all permits required by the local regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract. This includes all tap or hook-up fees charged by utility companies when required by the Technical Specifications or Drawings.

122. CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.
- b. The Contractor shall be responsible for repair and replacement of all materials due to acts of vandalism or theft until final completion and acceptance by the City.
- c. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City as provided in Section CHANGES IN THE WORK, under GENERAL CONDITIONS hereof.
- d. The Contractor shall avoid damage as a result of his operations to sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

- e. The Contractor shall shore up, brace, underpin, secure, and protect, as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Contractor may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

123. ACCIDENT PREVENTION

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surrounding or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation. Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518).
- b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Incorporated, to the extent that such provisions are not in conflict with applicable laws.
- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- d. The Contractor shall indemnify and save harmless the City from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as result of any work conducted under this contract.

124. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by

ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

- b. The Contractor shall comply with reasonable instructions of the City and all existing state and local regulations, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

125. REMOVAL OF DEBRIS, CLEANING, ETC

The Contractor shall, periodically or as directed during the progress of the work, remove and dispose of all surplus excavated material and debris, and keep the Project Area and Public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris, and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the work site will be subject to prior approval of the City and existing State and Local regulations.

126. INSPECTION

- a. All materials and workmanship shall be subject to inspection, examination, or test by the City and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacturer or construction is carried on. The City shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section SAMPLES, CERTIFICATES, AND TESTS under GENERAL CONDITIONS hereof). All tests by the City will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- c. The Contractor shall notify the City sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the City.

- d. Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen percent (15%) of such cost to cover superintendence, general expense and profit, shall be allowed the contractor and he shall, in addition, if completion of the work of the entire Contract had been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- e. Inspections of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspections and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the proceeding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- f. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

127. FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Notice will be given at least ten (10) consecutive calendar days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the City having charge of inspection. If the City determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will also include the representatives of each department of the Local Government having in charge improvements of like character when such Improvements are later to be accepted by the Local Government.

128. DEDUCTION FOR UNCORRECTED WORK

If the City deems it not expedient to require the contractor to correct the work done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City.

129. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City of North Charleston, nor shall any subcontractor be allowed to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the his employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance
- b. Contractor's Liability, Property Damage, and Vehicle Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance.

Contractor's Liability Insurance:

\$1,000,000 Combined Single Limit

Coverage is to be written on an occurrence basis and shall include at a minimum:

Premises – Site Work

Independent Contractors

Contractual Liability

Personal Injury (Including employees as insured)

Automobile Liability Insurance Limits:

\$1,000,000 Combined Single Limit

Coverage is to be written on an occurrence basis and shall include:

All Owned Vehicles

Hired and/or Leased Vehicles

- c. Subcontractor's Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, subcontractor's Liability, Property Damage, and Vehicle Liability Insurance (same coverage limits as in b.).
- d. Proof of Carriage of Insurance: The Contractor shall furnish the City with certificates showing the type, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City".

- e. All policies or certificates issued by the respective insurers shall name the City and its management agent, if any, as additional insured provided that any losses shall be payable notwithstanding any act or failure to act or negligence of Contractor or subcontractor or the City or any other person provided that no cancellation, nonrenewable, reduction in amount or material change in coverage thereof shall be effective until at least ten (10) days after receipt by the City of written notice thereof, shall provide that the insurer shall have no right of subrogation against the City, and be reasonable satisfactory to the City in all respects. Under no circumstances will the Contractor or subcontractor be entitled to assign to any third party any rights of action which Contractor or subcontractor may have against the City.

130. HOLD HARMLESS

The Contractor shall agree to protect, defend, indemnify, and hold the City of North Charleston Council, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges for professional fees or other expenses or liabilities of every kind and character resulting from the errors, omissions or negligent act of the Contractor, its agents, employees or representatives, in the performance of the Contractor's duties under any agreement resulting from award of this bid. The Contractor further shall agree to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

The indemnification obligation under this Article shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any applicable worker' or workmen's compensation acts or other insurance requirements herein. Contractor's indemnification obligations shall survive the expiration or early termination, in whole or in part, of this Agreement.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons

furnishing materials for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTY

Neither the final certificate of payment, nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the City, or the public, shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties, or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage claims for a period of twelve (12) months from the date of final acceptance of the work. The City will give notice of defective materials and work with reasonable promptness.

133. EQUAL OPPORTUNITY

The Contractor will not discriminate against employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship

GENERAL SPECIFICATIONS/SPECIAL CONDITIONS

401. TIME FOR COMPLETION

The work, awarded as a single contract, will be accomplished within **180** consecutive calendar days, unless the completion date is extended for reasons shown in paragraph 111. Termination, Delays and Liquidated Damages.

402. LIQUIDATED DAMAGES

If actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the City the sum of One Hundred Dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion, or as modified in accordance with Section GENERAL CONDITIONS under PAYMENTS TO THE CONTRACTOR hereof, until such work is satisfactorily completed and accepted.

403. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

404. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, equipment, water, light, heat, power, transportation, superintendence, temporary construction and all other services and facilities of every nature whatsoever necessary for the performance of the Contract complete in every respect within the specified time.

405. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the

Owner), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

- c. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the Purchasing Agent, P.O. Box 190016, North Charleston, SC 29419-9016, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said City at such address, or to such other representatives of the City may subsequently specify in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery on (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.
- e. This section does not apply to decisions given pursuant to section DISPUTES under GENERAL CONDITIONS.

406. PARTIAL USE OF SITE IMPROVEMENTS

The City at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications, and if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the Improvements shall in no way impede the completion of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in the Section GENERAL GUARANTY under GENERAL CONDITIONS hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this contract.

407. WORK BY OTHERS

The following work will be done by others:

- a. at no expense to the Contractor: NONE
- b. at the expense of the Contractor: NONE

408. LICENSES

The attention of Bidders is directed to the provisions of the acts for licensing of General or Mechanical Contractors for the State of South Carolina and all requirements of such acts which have a bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any/all portions of the work included in his Bid. All Bidders submitting a Bid shall have a currently valid "Contractor's License" for the State of South Carolina. These license numbers shall be shown on the bid form. Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

CITY BUSINESS LICENSE:

The successful Bidder will be required to obtain a Business License from the City of North Charleston prior to beginning work, if said Bidder does not have a current license.

501. SPECIFICATIONS, DRAWINGS AND DESCRIPTION OF MATERIALS

See attached location maps prepared by the City of North Charleston.

The materials used in this contract are to shall be installed per current SCDOT specifications, located on the internet at

http://www.scdot.org/doing/doingPDFs/2007_full_specbook.pdf

SCDOT standard detail drawings can be located at the following website,

http://www.scdot.org/doing/sd_Book.aspx

INVITATION TO BID
Nc-37-16

Sealed bids will be received by the City of North Charleston, until 2:30 PM, December 13, 2016, for the District 3 Sidewalks – Deerwood Drive, Lake Moultrie Drive, Emmie Street, Deerwood Drive.

Contract Documents, including drawings, will be available on November 13, 2016 at no charge from the City of North Charleston, Purchasing Department, 2500 City Hall Lane, North Charleston, SC 29406, or by visiting www.northcharleston.org and following the links to Purchasing/Current Bids and down loading the documents.

Contract documents will be available for review at the North Charleston Purchasing Department

Each bid must be accompanied by a Bid Bond made payable to the Owner, City of North Charleston, for an amount equal to not less than 5 percent (5%) of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Payment and Performance Bond and insurance certificates will be furnished by the successful bidder.

Denise Badillo
Director of Purchasing
(843) 740-5892/5893