

PROJECT MANUAL

FOR

THE CITY OF GEORGETOWN SOUTH CAROLINA

WATER UTILITIES DEPARTMENT

**KING WELL REBUILD
PROJECT # 1512
DATE OF ISSUE: JUNE 8, 2018**

REV	DATE	DESCRIPTION	BY	CHK	APR

**CITY OF GEORGETOWN
1134 North Fraser Street
GEORGETOWN SC 29440
(843) 545-4000**

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(END OF SECTION)

**SECTION 00010
ENUMERATION OF THE DOCUMENTS**

The drawings, specifications and addenda, which form a part of this contract as set forth in Paragraph 1 of the General Conditions, Contract and Contract Documents are enumerated in Section 00005 - Table of Contents.

The order of precedence when conflicts in the documents occur is as follows:

1. Permits from other Agencies as may be required by law
2. Change Orders and/or supplemental agreements according to the latest date
3. Contract Agreement
4. Addenda
5. Bid Forms or Contractor's Proposal Response
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The figured dimensions shown on the Drawings and in the Specifications may not, in every case agree with the scale dimension. Figured dimensions take precedence over scaled dimensions and finer scaled drawings take precedence over coarser scaled drawings, i.e. one inch equals twenty feet drawings takes precedence over one inch equals fifty feet drawings.

(END OF SECTION)

**SECTION 00015
REFERENCES**

The following reference shall be used hereinafter:

<u>Owner:</u> City of Georgetown, SC 1134 North Fraser Street Georgetown, SC 29440	The City of Georgetown hereinafter will be referred to as the “Owner” and/or the “City”.
<u>City Administrator:</u> Mr. Carey Smith 1134 North Fraser Street Georgetown, SC 29440	Mr. Carey Smith hereinafter will be referred to as the “City Administrator”.
<u>Risk Manager:</u> Ms. Suzanne Anderson 1134 North Fraser Street Georgetown, SC 29440	Ms. Suzanne Anderson hereinafter will be referred to as the “Risk Manager”.
<u>Purchasing Agent:</u> Mrs. Daniella Howard 1134 North Fraser Street Georgetown, SC 29440	Mrs. Daniella Howard hereinafter will be referred to as the “Purchasing Agent”.
<u>Project Manager:</u> Mr. Will Cook Water Utilities Manager	Mr. Cook hereinafter will be referred to as the “Project Manager”.

(END OF SECTION)

**SECTION 00020
ADVERTISEMENT FOR BID**

The City of Georgetown (hereinafter called the “Owner” and/or the “City”) requests separate sealed bids from qualified contractors for the **King Well Rebuild Project** in the City of Georgetown, SC. The scope of work for this project is described in the complete Bid Documents.

Final questions and answers will be accepted by no later than **Monday, June 18 at 2:00 PM** which will then be posted on the City’s website by close of business Thursday, June 21, 2018.

Sealed bids will be received by the City at the Water Utilities Department, 2377 Anthuan Maybank Drive, Georgetown, SC 29440 until **Monday, July 9, 2018 @ 3:00 PM** and at said office will be publicly opened and read aloud.

Contract Documents will be available at the City’s website: www.cogsc.com; or by contacting Daniella Howard, Purchasing Agent at (843) 545-4043; dhoward@cogsc.com.

Each bid must be accompanied by a certified check of the Bidder, or by Bid Bond made payable to the City, for an amount equal to not less than five percent (5%) of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a one hundred and ten percent (110%) Performance Bond and a one hundred percent (100%) Payment Bond will be furnished.

Any prospective bidder, offeror, contractor or subcontractor who believes they are aggrieved in connection with the solicitation of this contract may protest to the Owner in accordance with Section 11-35-4210 of the South Carolina Code of Laws, within 15 days of the date of issuance of the Notice of Intent to Award.

All bidders shall be legally qualified under the provisions of the South Carolina Code of Laws, Title 40, Chapter 23 – Environmental Certification Board as amended; and shall be capable of meeting the bond requirements. Any bid submitted by a bidder who does not meet these requirements shall be rejected.

The City reserves the right to waive any informality in bidding and to reject any or all bids if it is in City’s best interest to do so. Unless all bids are rejected, award will be to the low responsive, responsible Bidder.

The City of Georgetown is an equal opportunity/ affirmative action employer.

No Bidder may withdraw the bid within thirty (90) days after the actual date of the opening and thereof.

These bid documents will be modified only by written addenda.

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

(END OF SECTION)

**ADVERTISEMENT FOR BIDS
00020-2**

**00100
INFORMATION FOR BIDDERS**

1. **PROJECT DETAIL**

Furnish all installation labor, material, equipment, design, and testing to rebuild the existing King Well with a stainless steel liner (gravel packed) and new pump. The total depth of the well is reported to be 769 feet. Work shall consist of, but not limited to the following items.

1. Televis well.
2. Airlift debris out of well.
3. Design stainless steel liner for installation into the existing King Well.
4. Install a new 12" x 5" stainless steel liner with stainless steel screens.
5. Install proper chlorinated gravel pack.
6. Install test pump and run a 12 hour well capacity test.
7. Televis Well.
8. Install line shaft turbine pump to meet conditions of 300 GPM at 500' TDH with intake depth of 400 feet.
9. Chlorinate well and sample.
8. Furnish shop drawings to City of Georgetown.
9. Keep work area clean and safe for City operators.
10. Furnish record drawings and technical data to the City of Georgetown.

2. **RECEIPT AND OPENING OF BIDS**

The City of Georgetown (hereinafter called the "Owner") invites bids on the form (s) attached hereto, all blanks of which must be appropriately filled in. Sealed bids will be received by the Owner at the Water Utilities Department office at 2377 Anthuan Maybank Drive until **Monday, July 9, 2018 @ 3:00 PM** at which time said bids will be publicly opened and read aloud. The envelopes containing the bids and bid bonds must be sealed and addressed to:

Mr. Will Cook
Water Utilities Manager
City of Georgetown
2377 Anthuan Maybank Drive
Georgetown, S.C. 29440

and designated as Bid for "KING WELL REBUILD PROJECT NUMBER 1512".

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

3. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in with ink or typewritten.

Bids which are incomplete, unbalanced, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Information for Bidders, may be rejected at the option of the Owner.

The correct total amount bid for the completed work is defined as the correct sum total of the amounts bid for the individual items in the proposal. The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item by the unit price bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, Bidder's address, Contractor's license number, Bidder's license number, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

4. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner. Specifically, the subcontractor must be certified as a Chapter 10-Fire Protection contractor.

5. TELEGRAPHIC MODIFICATION

Any bidder may modify its bid by telegraphic or facsimile communication at any time prior to the scheduled time for receipt of bids, provided such telegraphic or facsimile communication is received by the Owner prior to closing time, and provided further the Owner is satisfied that a written confirmation of the telegraphic or facsimile modification over the signature of the bidder was mailed prior to the closing time.

The telegraphic or facsimile communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic or facsimile modification.

6. QUALIFICATION OF BIDDER

The Owner may make such investigations as is deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be acceptable.

7. **BID SECURITY**

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Cash or checks will be returned to all except the three (3) lowest bidders within three (3) days after the opening of bids, and the remaining cash or checks will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) days after the date of the opening of the bids, upon demand of the bidder at any time thereafter so long as bidder has not been notified of the acceptance of its bid.

8. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bid.

9. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the number of consecutive calendar days thereafter as indicated on the Bid Form. Bidder must agree also to pay as liquidated damages the sum indicated on the Bid Form for each consecutive calendar day thereafter as hereinafter provided in General Conditions.

10. **CONDITIONS OF WORK**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract.

Insofar as possible, the Contractor in carrying out the work must employ such methods and means as will not cause any interruption of, or interference with, the work of any other contractor.

11. **ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing and addressed to the Project Manager. To be given consideration, the request must be received at least five (5) days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be posted in the Project listing that is located at the City of Georgetown website <http://www.cogsc.com> no later than three (3) days prior to the date fixed for the opening of bids. It shall be the bidder's responsibility to check for addenda before issuing its bid. Failure of any bidder to receive any addendum shall not relieve the bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents.

12. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with bidder's delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as secured for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract, as specified in General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company, bond shall be countersigned by an agent residing in South Carolina, and the said surety shall be satisfactory to the Owner. The Performance Bond shall be in the amount of one-hundred and ten percent (110%) of the bid and the Payment Bond shall be in the amount of one-hundred percent (100%) of the bid.

13. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

A. Insurance requirements

15. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal 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 in the contract the same as though herein written out in full.

16. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest base bid or alternate bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid or alternate bid. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

The Owner will decide which the lowest qualified bidder is, and in determining such bidder, the following elements will be considered for each bidder:

- A. Maintains a permanent place of business.
- B. Has successfully completed other work with the City
- C. Has adequate plant equipment and personnel to perform the Work properly and expeditiously.
- D. Has suitable financial status to meet obligations incident to the work.
- E. Has appropriate technical experience.

17. **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 of the work contemplated, at the unit prices quoted in the Bid.

18. **OBLIGATION OF BIDDER**

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents, including all addenda. If a site visit is required, contact the Project Manager to schedule a date and time. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to its bid.

(END OF SECTION)

**SECTION 00110
CONTRACTOR'S AND SUBCONTRACTOR'S
INSURANCE REQUIREMENTS**

1. As required under Paragraph 29 of the General Conditions, 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 Owner, nor shall the Contractor allow any Subcontractor to commence work on his Subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.
2. Unless otherwise specified in this Contract, the Contractor shall, at its sole expense, maintain in effect at all times, during the performance of work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to Owner.
3. The Contractor shall deliver Certificates of Insurance to the Engineer no later than ten (10) days after award of the Contract but in any event, prior to execution of the Contract by the Owner and prior to commencing work on the site as evidence that policies providing such coverage and limits of insurance are in full force and effect.
 - A. Certificates shall provide not less than thirty (30) days advance notice will be given in writing to the Owner prior to cancellation, termination, or material alteration of said policies of insurance.
 - B. Certificates shall identify on their faces the project name "**KING WELL REBUILD**" and the "**PROJECT NUMBER 1512**".
4. Additional Insured: The Commercial General Liability and Excess Liability (Umbrella) insurance policies shall be endorsed to include the Owner as additional insured.
5. The Owner is not maintaining any insurance on behalf of the Contractor covering against loss or damage to the work or to any other property of the Contractor unless otherwise specifically stated herein and as may be described by appendix hereto. In the event the Contractor maintains insurance against physical loss or damage to the Contractor's construction equipment and tools, such insurance shall include an insurer's waiver of rights of subrogation in favor of Owner.
6. The Contractor shall indemnify the Owner and the Engineer as stated in Part 47 of The General Conditions.

7. Insurance Requirements:

- A. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of the Contract such commercial general liability insurance as shall protect him from claims for damage for bodily injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than the following:

General Aggregate	\$2,000,000.00
Products - Complete/Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (any one fire)	\$ 50,000.00
Medical Expenses (any one person)	\$ 5,000.00

1. The General Aggregate listed above shall be for this project only.
2. Special Hazards: The Contractor's and his Subcontractors General Liability Insurance shall provide adequate protection against use of explosives, collapse, and underground hazards. Each detonation of blasting shall be considered a single occurrence.

B. Comprehensive Automobile Liability Insurance:

1. Includes coverage for all owned, hired, and non-owned automobiles
2. The combined single limit of liability shall not be less than the following:

Any One Accident or Loss	\$1,000,000.00
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C. Excess Liability (Umbrella) Insurance:

1. Contractor shall carry and maintain Combined Excess Liability (Umbrella) insurance for a limit not less than the following:

Each Occurrence	\$2,000,000.00
Aggregate	\$2,000,000.00

D. Worker's Compensation: The insurance required by this section shall be written for not less than the following or greater if required by law:

1. Statutory benefits as provided by South Carolina Law
2. Employers' Liability:

Each Accident	\$500,000.00
Disease - Policy Limit	\$500,000.00
Disease - Each Employee	\$500,000.00

E. Builders Risk Insurance: Not applicable for this project. The Contractor shall purchase and maintain an "all risk" or special perils form builder's risk policy issued in the name of the Contractor, Owner and Subcontractors for the full contract value of the insurable portions of the work. This policy shall contain a provision that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insurers or additional insured.

F. Flood Insurance: Not applicable for this project. The Contractor is required to carry flood insurance for projects located in designated flood hazard area in which Federal Flood Insurance is available when applicable.

G. Owner's Protective Liability Insurance: The Contractor shall purchase and maintain an Owner's Protective Liability policy issued in the name of the Owners with a combined single limit of liability of not less than the following:

Each Occurrence	\$2,000,000.00
Aggregate	\$2,000,000.00

(END OF SECTION)

**SECTION 00311
BID FORM**

**KING WELL REBUILD
FOR THE
THE CITY OF GEORGETOWN
SOUTH CAROLINA**

Georgetown, S.C.

Date: _____

PROPOSAL OF _____

(Hereinafter called "Bidder"), a _____ (State)

Corporation/partnership/individual (Strike out inapplicable terms) doing business as

TO: Mr. Will Cook
Water Utilities Manager
City of Georgetown

Gentlemen:

The Bidder, in compliance with your invitation for bids for the KING WELL REBUILD having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, for the Sum of:

_____ Dollars(\$_____)

The price indicated above shall include all labor, materials, overhead, profit, insurance, taxes, fees, etc., to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The price indicated above shall also include the amounts indicated as Allowances and as described in the Division 1 Section "Allowances". Should actual cost vary from the Allowance listed, The Contract Sum shall be adjusted by Change Order.

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PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **One Hundred Fifty (150) consecutive calendar days** thereafter as stipulated in the specifications.

Bidder further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The specifications and addenda are complementary of each other. What is called for by one shall be as binding as if called for by all. If a conflict between any of the above is discovered by the contractor, the problem shall be referred to the Owner as soon as possible for resolution by the Owner. Should a conflict occur which is not resolved before bid time and/or is necessary to comply with mandatory requirements (i.e., codes, ordinances, etc.), it shall be the contractor's responsibility to price and bid the more expensive method.

Bidder acknowledges receipt of the following addendum:

No.: _____ Dated: _____

No.: _____ Dated: _____

No.: _____ Dated: _____

No.: _____ Dated: _____

No.: _____ Dated: _____

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

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closed time for receiving bids.

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**CITY OF GEORGETOWN
SOUTH CAROLINA**

SCHEDULE OF UNIT PRICES

Additions and deletions from the Work shall be paid in accordance with the Unit Prices indicated below. (This bid form is also available as an excel spreadsheet – see Exhibit 1).

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Televise Well	\$	\$
2	1	LS	Clean and Airlift Debris	\$	\$
3	500	LF	Design and Install 12” Stainless Steel, Schedule 20 Liner	\$	\$
4	210	LF	Design and Install 5” Stainless Steel Liner, Schedule 40	\$	\$
5	75	LF	Design and Install 5” Stainless Steel wire wrap screen	\$	\$
6	1	LS	Install Chlorinated, Washed, and Sized Gravel Pack from Total Depth to Surface	\$	\$
7	1	LS	Install Test Pump and run 12 hour capacity test	\$	\$
8	1	LS	Design and Purchase Line Shaft Turbine Pump (300 GPM @ 500 TDH, Intake Depth 400 feet)	\$	\$
9	1	LS	Televise Well	\$	\$
10	1	LS	Install Turbine Pump	\$	\$
11	1	LS	Chlorinate Well and Sample	\$	\$
12	1	LF	6” Carbon Steel Column Pipe	\$	\$
			Total Bid Price	\$	

The above Unit Prices shall include all labor, materials, overhead, profit, insurance, taxes, fees,

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etc., to cover the finished work called for.

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 persons 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:

Contractor

(SEAL – if bid is by a Corporation)

By:

(Type/Print Name)

(Title)

(Street Address)

(City, State, Zip Code)

S.C. General Contractor's License No. _____

FID No. _____ and/or SSN _____

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SOUTH CAROLINA**

(END OF SECTION)

**SECTION 00350
BID BOND**

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned _____, as Principal,
and _____, as Surety, are hereby held and
firmly bound unto the **City of Georgetown, South Carolina**, as Owner, in the penal sum of (5%
of total bid) _____ Dollars _____ Cents
(\$ _____), for the payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that:

WHEREAS, the Principal has submitted to _____ a certain Bid,
attached hereby and by reference made a part hereof, to enter into a contract in writing for the
_____.

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or
- (B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said Bid) and
shall furnish a Bond for faithful performance of said contract, and for the payment of all
persons performing labor furnishing materials in connection therewith, and shall in all
other respects perform the agreement created by the acceptance of said Bid, then this
obligation shall be void; otherwise the same shall remain in force and effect - it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its Bond shall be in no way impaired or affected by an extension of the time within which
the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

**KING WELL REBUILD
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**CITY OF GEORGETOWN
SOUTH CAROLINA**

Principal

(Corporate Seal)

By : _____(L.S)

Surety

(Corporate Seal)

By : _____(L.S)

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Note: Bond must be countersigned by a South Carolina resident agent.

(END OF SECTION)

**SECTION 00500
CONTRACT**

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

THIS AGREEMENT, entered into this ____ day of _____, 20____ and effective immediately by and between _____, doing business as a (individual/partnership/corporation), with its principal office in the City of _____, _____ County, _____ State, (hereinafter called the "Contractor") and the City of Georgetown, a duly organized and validly existing body politic of the State of South Carolina (hereinafter called "City"),

WITNESSETH THAT WHEREAS, The City desires to engage the services of a professional contractor for the purpose of **King Well Rebuild**, hereinafter referred to as "Project"; and,

WHEREAS, The City has solicited bids for same by that certain Request for Bids for Construction Services, hereinafter referred to as "RFB", a copy of which is attached hereto for all purposes as **EXHIBIT "1"**; and,

WHEREAS, The Contractor has represented to City that it has the qualifications, experience, expertise, training, and personnel to timely perform the Project for City; and,

WHEREAS, The Contractor has expressed its desire to do so by their bid opened _____, 20____, hereinafter referred to as "Bid", a copy of which is attached hereto for all purposes as **EXHIBIT "2"**; and,

WHEREAS, the parties desire to enter in an agreement for the Contractor to perform the Project for City per all the terms and conditions more particularly set out herein below;

NOW, THEREFORE, for and in consideration of the foregoing, and of other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

(1) **SCOPE OF SERVICES:**

- a. Contractor hereby agrees to perform a design-build project for the King Well Rebuild Project #1512 as outlined in the Project Manual, incorporated into this Agreement as **ATTACHMENT "A"** and hereinafter referred to as "Work";
- b. Contractor further agrees to commence and complete any and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his/hers (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal and the General Conditions, Supplemental General Conditions, and Special Provisions of the Contract, the plans, including all maps, plats, blueprints, and other drawings and printed or written explanatory matters thereof, the specifications and contract documents therefore as prepared by the Engineer, and as enumerated in Paragraph 1 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.
- c. City may, from time to time require changes in the Work of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between City and the Contractor, shall be incorporated by written amendment to this Agreement.

(2) **COMPENSATION:**

- a. City agrees to pay Contractor a sum not to exceed _____ dollars (\$_____.____) in accordance with the Schedule of Values, incorporated into this Agreement as **ATTACHMENT "B"** and hereinafter referred to as "Compensation";
- b. In the event funds are not appropriated or become non-appropriated for an included fiscal year by City, it is agreed by the parties that this Agreement will become null and void and the City's obligations cannot extend beyond the date of non-appropriation.

(3) PERIOD OF SERVICES:

- a. the Work to be performed hereunder by the Contractor shall begin upon the date outlined to the City's Notice to Proceed letter to the Contractor, incorporated into this Agreement as **ATTACHMENT "C"** and hereinafter referred to as "NTP"
- b. The Work shall be completed in accordance with the Schedule, incorporated into this Agreement as **ATTACHMENT "D"** and hereinafter referred to as "Schedule".
- c. Modifications to the Schedule may be required. Such modifications, which are mutually agreed upon by and between City and the Contractor shall be incorporated by written amendment to this Agreement.

(4) FORCE MAJEURE:

- a. Force majeure includes acts of God, acts of other branches of government in either their sovereign or contractual capacities, or any similar cause beyond the reasonable control of the parties.
- b. Any delays in or failure of performance by either party that are caused by a Force Majeure shall not constitute breach of this Agreement.
- c. In the event that any event of force majeure, as herein defined occurs, both parties shall be entitled to a reasonable extension of time for performance of its WORK.

(5) NOTICES:

- a. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses of the Project Manager (See Section 00015)

(6) RECORDS AND INSPECTIONS:

- a. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one year after the completion of the project.
- b. City shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.

(7) COMPLETENESS OF AGREEMENT:

- a. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto
- b. This Agreement is entered into with full understanding and awareness of such requirement.
- c. City shall be allowed to rely upon the representations of Contractor as set out in the Proposal.
- d. With the exception of the foregoing, this Agreement constitutes the entire agreement between the parties hereto and may not be modified or amended except in writing signed by both parties hereto.

(8) CONFLICTS:

- a. In the case of any conflict between the terms and conditions of this Agreement and the terms of any other agreement between the parties hereto, the terms of this Agreement shall control
- b. If there is a conflict between the City's Proposal and this Agreement, then this Agreement shall control.
- c. If there is a conflict between the City's Request for Bids and the Contractor's Proposal, the City's Request for Bids shall control.
- d. Both parties agree that all conflicts arising under this Agreement that cannot be settled between the parties shall be resolved in the Georgetown County Court of Common Pleas (Non-Jury)

(9) SEVERABILITY:

- a. If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.

(10) NONWAIVER:

- a. The waiver by City or Contractor of a breach of this Agreement shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach.
- b. In no event shall the making of any payment by City to the Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may exist on the part of the Contractor.
- c. The making of any such payment by City while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to City in respect to such breach or default.

(11) GOVERNING LAW:

- a. This Agreement and the rights, obligations and remedies of the parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina.

(12) RESPONSIBILITY:

- a. Each party shall be responsible for its own acts as provided under the law of South Carolina and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious action and other unlawful conduct of its respective agents, officers and employees.

(13) FREEDOM OF INFORMATION ACT (FOIA)

- a. The parties acknowledge that all documents are subject to release under the South Carolina Freedom of Information Act (FOIA) and will be released to the public unless exempt from disclosure under the FOIA.
- b. If the Contractor contends a document is exempt from disclosure under the FOIA, it shall mark any such documents plainly, and seek protection from disclosure by filing an appropriate action in Circuit Court and shall bear the cost of the action and any monetary or attorney's fees awarded to the person or entity making the FOIA request.

- c. If the Contractor objects to release and litigation is commenced against the City under the FOIA, the City agrees to promptly notify the Contractor, who shall move in intervene as a party. The Contractor agrees to hold the City harmless from and indemnify for all costs (including plaintiff's attorney's fees if awarded by the Court) incurred by the City in defending the lawsuit and the funds necessary to satisfy any judgment and all costs on appeal, if any.

(14) THIRD PARTY OBLIGATIONS:

- a. Neither party shall be obligated or liable hereunder to any party other than the second party to this Agreement.

(15) RESTRICTIONS ON LOBBYING:

- a. Contractor shall comply with all requirements of Section 1352, Title 31 of the U.S. Code, which prohibits all recipients of federal funds from using appropriated monies for lobbying activities.

(16) SUCCESSORS AND ASSIGNS:

- a. The rights and obligations herein shall inure to and be binding upon the successors and assigns of the parties hereto.

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

IN WITNESS WHEREOF, City and the Contractor have executed this agreement as of the date first written above.

CITY OF GEORGETOWN, SOUTH CAROLINA
(OWNER)

(SIGNATURE)

By: _____

(SEAL)

Title: _____

(CONTRACTOR)

(SIGNATURE)

By: _____

(CORPORATE SEAL)

Title: _____

Attest:

It's Secretary

Witness

(END OF SECTION)

**CONTRACT
00500-7**

**SECTION 00500.1
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT

(NAME OF CONTRACTOR)

(ADDRESS OF CONTRACTOR)

A Corporation Partnership, hereinafter called Principal, and

(NAME OF SURETY)

(ADDRESS OF SURETY)

Hereinafter called Surety, are held and firmly bound unto

THE CITY OF GEORGETOWN, SOUTH CAROLINA
(NAME OF OWNER)

1134 North Fraser Street, GEORGETOWN, SC 29440
(ADDRESS OF OWNER)

hereinafter called Owner, in the penal sum of (110% of total bid)
_____ Dollars _____ Cents (\$ _____),
in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally,
firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a
certain Contract with the Owner dated the _____ day of _____, 20____, a
copy of which is hereto attached and made part hereof for **KING WELL REBUILD**.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said Contract during the original
term thereof, and any extensions thereof which may be granted by the Owner, with or without
notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract
and fully indemnify and save harmless the Owner from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and
expense which the Owner may incur in making good any default, then this obligation shall be
void; otherwise to remain in full force and effect.

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

(PRINCIPAL - CONTRACTOR)

(SIGNATURE)

As to Principal

By: _____

Title: _____

(SURETY)

(SIGNATURE)

As to Surety

By: _____

ATTORNEY-IN-FACT
(Power of Attorney to be attached)

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

By: _____
(RESIDENT AGENT)

(RESIDENT AGENT COMPANY NAME)

(RESIDENT AGENT COMPANY ADDRESS)

(RESIDENT AGENT ADDRESS)

NOTES:

1. Date of Bond must not be prior to date of Contract.
2. If Contractor is a Partnership, all partners should execute Bond.
3. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

(END OF SECTION)

**SECTION 00501.1
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS THAT

(NAME OF CONTRACTOR)

(ADDRESS OF CONTRACTOR)

A Corporation Partnership, hereinafter called Principal, and

(NAME OF SURETY)

(ADDRESS OF SURETY)

Hereinafter called Surety, are held and firmly bound unto

THE CITY OF GEORGETOWN, SOUTH CAROLINA
(NAME OF OWNER)

1134 North Fraser Street, GEORGETOWN, SC 29440
(ADDRESS OF OWNER)

hereinafter called Owner, in the penal sum of (100% of total bid)
_____ Dollars _____ Cents (\$ _____),
in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally,
firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a
certain Contract with the Owner dated the _____ day of _____, 20____, a
copy of which is hereto attached and made part hereof for KING WELL REBUILD.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution
of the work provided for in such contract, and any authorized extension of modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on
machinery, equipment and tools, consumed or used in connection with the construction of such
work, and all insurance premiums on said work, and for all labor, performed in such work
whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in
full force and effect.

**PAYMENT BOND
00501.1-1**

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

(PRINCIPAL - CONTRACTOR)

(SIGNATURE)

As to Principal

By: _____

Title: _____

(SURETY)

(SIGNATURE)

As to Surety

By: _____

ATTORNEY-IN-FACT
(Power of Attorney to be attached)

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

By: _____
(RESIDENT AGENT)

(RESIDENT AGENT COMPANY NAME)

(RESIDENT AGENT COMPANY ADDRESS)

(RESIDENT AGENT ADDRESS)

NOTES:

1. Date of Bond must not be prior to date of Contract.
2. If Contractor is a Partnership, all partners should execute Bond.
3. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

(END OF SECTION)

**SECTION 00502.3
NOTICE OF INTENT TO AWARD**

OWNER: City of Georgetown, SC

PROJECT: **King Well Rebuild**

TO ALL BIDDERS

This is to notify all Bidders that it is the intent of the Owner to award a contract as follows:

NAME OF BIDDER: _____

DATE BIDS WERE RECEIVED: _____

AMOUNT OF BASE BID: \$ _____

ALTRENATE(S) ACCEPTED: \$ _____

TOTAL AMOUNT WITH ALTERNATE(S): \$ _____

The Owner has determined that the above named Bidder is responsible and has submitted the winning bid. The Owner may enter into a contract with this Bidder subject to the contract review by _____.

(Print or Type Name)

(Award Authority Title)

(Signature)

(Date Posted)

(END OF SECTION)

**SECTION 00502.4
NOTICE OF AWARD**

TO: _____

PROJECT DESCRIPTION: **KING WELL REBUILD**

The Owner has considered the bid dated _____, 20____, submitted by you for the above described work in response to its Advertisement for Bids and its 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) calendar days from the date of this notice to you. If you fail to execute said agreement and to furnish said bonds within ten (10) days from the date 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.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20 _____.

CITY OF GEORGETOWN, SOUTH CAROLINA

By: _____

Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20____.

(Signature)

By: _____

Title: _____

(END OF SECTION)

**SECTION 00600
EMPLOYMENT ELIGIBILITY VERIFICATION REQUIREMENT**

- A. Contractor is required to comply with all applicable State and Federal employment eligibility verification requirements including but not limited to the following:
1. By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 41, Chapter 8 of the South Carolina Code of Laws and agrees to provide to the City of Georgetown upon request any documentation required to establish either: (a) that Title 41, Chapter 8 is inapplicable both to Contractor and its subcontractors or sub-subcontractors are in compliance with Title 41, Chapter 8. Pursuant to Section 41-8-70, "In addition to other penalties provided by law, 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. "Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirement of Title 41, Chapter 8, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 41, Chapter 8.
- B. Contractor is required to complete and submit the attached affidavit along with the executed contract documents.
- C. E-Verify.
1. In addition to completing and maintaining the federal employment eligibility verification form (Form I-9), Contractor must, within three (3) business days after employing a new employee, verify the employee's work authorization through the E-Verify federal work authorization program administered by the U.S. Department of Homeland Security. Employers may no longer confirm a new employee's employment authorization with a driver's license or state identification card.
 2. Contractor shall enroll in E-Verify at www.dhs.gov/e-verify.

CONTRACTOR AFFIDAVIT

SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT (Amended)

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, Contractor hereby certifies that it is currently in compliance with the requirements of Title 40, Chapter 8 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with the Owner.

The Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 41-8-20:

- (A) All private employers in South Carolina shall be imputed a South Carolina employment license, which permits a private employer to employ a person in this State. A private employer may not employ a person unless the private employer's South Carolina employment license and any other applicable licenses as defined in Section 41-8-10 are in effect and are not suspended or revoked. A private employer's employment license shall remain in effect provided the private employer complies with the provisions of this chapter.
- (B) All private employers who are required by federal law to complete and maintain federal employment eligibility verification forms or documents must register and participate in the E-Verify federal work authorization program, or its successor, to verify the work authorization of every new employee within three business days after employing a new employee. A private employer who does not comply with the requirements of this subsection violates the private employer's licenses.
- (C) The South Carolina Department of Employment and Workforce shall provide private employers with technical advice and electronic access to the E-Verify federal work authorization program's website for the sole purpose of registering and participating in the program.
- (D) Private employers shall employ provisionally a new employee until the new employee's work authorization has been verified pursuant to this section. A private employer shall submit a new employee's name and information for verification even if the new employee's employment is terminated less than three business days after becoming employed. If a new employee's work authorization is not verified by the federal work authorization program, a private employer must not employ, continue to employ, or reemploy the new employee.
- (E) To assist private employers in understanding the requirements of this chapter, the director shall send written notice of the requirements of this section to all South Carolina employers, and shall publish the information contained in the notice on its

website. Nothing in this section shall create a legal requirement that any private employer receive actual notice of the requirements of this chapter through written notice from the director, nor create any legal defense for failure to receive notice.

- (F) If a private employer is a contractor, the private employer shall maintain the contact phone numbers of all subcontractors and sub-subcontractors performing services for the private employer. The private employer shall provide the contact phone numbers or a contact phone number, as applicable, to the director pursuant to an audit or investigation within seventy-two hours of the director's request.

The Contractor agrees to provide to the Owner upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act (Amended) to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will upon request provide the Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 41, Chapter 8 of the S.C. Code Annotated.

Date: _____

(Signature)

By: _____

Title: _____

(END OF SECTION)

**SECTION 606
NOTICE TO PROCEED**

TO: _____

PROJECT DESCRIPTION: **KING WELL REBUILD**

OWNER: City of Georgetown, South Carolina

PROJECT NUMBER: **1512**

This is your Notice to Proceed with the Work, on the above-mention Project, in accordance with

The Agreement dated _____, 20____. You are authorized to commence

Work on _____ 20____, and you are required to complete the Work within

One Hundred and Fifty (150) consecutive calendar days thereafter.

The date of final completion for all Work is therefore: _____ 20____.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

Dated this _____ day of _____, 20____.

CITY OF GEORGETOWN, SOUTH CAROLINA

(Signature)

By: _____

Title: _____

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged this the _____ day of _____, 20____.

(Signature)

By: _____

Title: _____

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

(END OF SECTION)

**NOTICE TO PROCEED
00606-2**

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

**SECTION 610
APPLICATION FOR PAYMENT**

TO: CITY OF GEORGETOWN, SC

PAY REQUEST NO.: _____

FROM: _____

Distribution to:

VIA: _____

_____ Owner

_____ Engineer

_____ Contractor

PROJECT: _____

PROJECT NO.: _____

DATE: _____

CONTRACT FOR: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
		TOTALS:	
Approved this Month			
Number	Date Approved		
TOTALS:			
Net changes by Change Order			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein are now due.

CONTRACTOR:

By: _____

Date: _____

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

Application for Payment, as indicated below, in connection with the Contract.

(Continuation Sheet is attached)

1 – ORIGINAL CONTRACT SUM	\$
2 – Net changes by CHANGE ORGERS	\$
3 – CONTRACT SUM TO DATE (Line 1 + Line 2)	\$
4 – TOTAL COMPLETED AND STORED TO DATE ("G" on Continuation Sheet)	\$
5 – RETAINAGE ("I" on Continuation Sheet)	\$
6 – TOTAL EARNED LESS RETAINAGE (Line 4 – Line 5)	\$
7 – LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$
8 – CURRENT PAYMENT DUE	\$
9 – BALANCE TO FINISH, PLUS RETAINAGE (Line 3 – Line 5)	\$

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public: _____ My Commission Expires: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. Some defects or problems with construction items may not be determined until final testing and operation of the system is performed. The Engineer cannot be held liable for approval for partial payments for the installation of these items from which the evidence of defects or problems were not determined until after the request for payment was approved.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from amount applied for.)

ENGINEER:

By: _____ Date: _____

OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are not without prejudice to any rights of the Owner or Contractor under this Contract.

**SECTION 00620
CONTRACTOR'S AFFIDAVIT**

The State of _____ Date: _____

The County of _____ The City of _____

_____ of _____
(Officer's Name) (Officer's Title) (Contractor's Name)

being duly sworn, deposed and says that _____ has furnished
(Contractor's Name)

labor and materials entering into the _____
(Project Name)

dated _____ with the City of Georgetown, South Carolina.

_____ states further that this officer has full knowledge of all
(Contractor's Name)

obligations for such labor and materials which have entered into and become part of that certain project known and designated above, and that this officer further deposes and says that all debts and other obligations for such labor and materials have been fully and completely paid for in good and lawful money of the United States of America and that there are no suits for damages against them proceeding, prospective and/or that there are no suits for damages against them proceeding, prospective, or otherwise, in consequence of their operations on the above said project.

The said _____ will hold the Owner, the City of Georgetown
(Contractor's Name)

South Carolina, blameless of any and all mechanic's liens that may be hereafter entered or filed for record, so as to constitute charge against said premises for work or labor done or materials furnished by them.

IN WITNESS HEREOF, this officer has heretofore put his hand and seal:

(Officer's Name)
I, _____, Notary Public in and for the above named County and State do hereby certify that _____ personally know to me to be the
(Officer's Name)

affiant in the foregoing Affidavit, personally appeared before me this day and, having been duly sworn, deposed and says the facts set forth in the above Affidavit are true and correct.

WITNESS my hand and seal this _____ day of _____ 20_____.

Notary Public for the State of _____

My Commission Expires: _____

SECTION 00630
CONTRACT CHANGE ORDER

DATE: _____
CHANGE ORDER #: _____

PROJECT: _____
PROJECT #: _____

Description of and Reason for Change: _____

Itemization of Proposed Change and Basis for Payment

Original Contract Price \$ _____

Previous Change Orders \$ _____

This Change, (An Addition) (A Deduction) of \$ _____

Proposed Revised Contract Price \$ _____

Additional funds shall be provided in the following manner: _____

Extension of Contract Time Required: _____ days.

Revised Contract Completion Date: _____

Accepted by the Contractor:

By: _____

Date: _____

Recommended by _____ :

By: _____

Date: _____

Approved by the Owner:

By: _____

Date: _____

**SECTION 00700
GENERAL CONDITIONS**

1. CONTRACT AND CONTRACT DOCUMENTS. The drawings (plans), specifications and addenda, hereinafter enumerated in Section 00005, shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents titles, heading, running headlines, and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretations of the provisions to which they refer.

<u>Contents</u>	
1. Contract and Contract Documents	27. Acceptance of Final Payment as Release
2. Definitions	28. Payments by Contractor
3. Additional Instructions and Detail Drawings	29. Insurance
4. Shop Drawings and Samples	30. Payment & Performance Bond
5. Materials, Services, and Facilities	31. Assignments
6. Contractor's Title to Materials	32. Mutual Responsibility of Contractors
7. Inspection and Testing of Materials	33. Separate Contracts
8. "Or Equal" Clause	34. Subcontracting
9. Patents	35. Engineer's Authority
10. Surveys, Laws, and Regulations	36. Stated Allowances
11. Contractor's Obligations	37. Use of Premises and Removal of Debris
12. Weather Conditions	38. Quantities of Estimate
13. Protection of Work and Property, Emergency	39. Rights-of-Way and Suspension of Work
14. Interpretations	40. Warranty for One Year After Completion of Contract
15. Reports, Records, and Data	41. Notice and Service Thereof
16. Superintendence by Contractor	42. Required Provisions Deemed Inserted
17. Changes in Work	43. Protection of Lives and Health
18. Extras	44. Wages and Overtime Compensation
19. Time for Completion and Liquidated Damages	45. Prohibited Interests
20. Correction of Work	46. Conflicting Conditions
21. Subsurface Conditions Found Different	47. Indemnification
22. Claims for Extra Cost	
23. Right of Owner to Terminate Contract	
24. Construction Schedule and Periodic Estimates	
25. Payments to Contractor	
26. Acceptance of Work and Final Payment as Release	

2. DEFINITIONS. The following terms as used in this contract are respectively defined as

follows:

Wherever in the specifications or upon the drawings the words “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the City is intended; and similarly, the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean approved by, or acceptable to, or satisfactory to the City, unless otherwise expressly stated.

- A. Contractor. A person, firm, or corporation with whom the contract is made by the Owner.
 - B. Subcontractor. A person, firm, or corporation supplying labor and materials, or only labor, for work at the site of the project for and under separate contract or agreement with the Contractor.
 - C. Work on or at the Project. Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
3. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS. The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry on the work in accordance with the additional detail drawings and instructions. The Contractor and Engineer will prepare jointly:
- A. A schedule fixing the dates at which special detail drawings will be required; such drawings, if any, to be furnished by the Engineer in accordance with said schedule; and
 - B. A schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.
4. SHOP DRAWINGS AND SAMPLES. Submit to the Engineer for approval, in accordance with the requirement of Section 01340
- A. Samples. Contractor shall also submit to the Engineer for approval, all samples required by Section 01340. All samples will have been checked by and stamped

with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

- B. Deviations. At the time of each submission, Contractor shall in writing call the Engineer's attention to any deviations that the Shop Drawings or Samples may have from the requirements of the Contract Document.
 - C. Engineer's Review. Engineer will review and approve with reasonable promptness Shop Drawings and Samples, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Engineer on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and Contract Documents
 - D. Contractor's Records. Where a Shop Drawing or sample submission is required by the Specifications, no related work shall be commenced until the submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to Engineer.
 - E. Contractor's Responsibility. Engineer's approval of Shop Drawings or sample shall not relieve Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless Contractor has in writing called the Engineer's attention to such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall any approval by Engineer relieve Contractor from Responsibility for errors or omissions in the Shop Drawings.
5. MATERIALS, SERVICES, AND FACILITIES shall be furnished by the Contractor.
- A. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, gas, lights, power, transportation, superintendent, taxes, insurance, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

- B. Any work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the Owner.
6. CONTRACTOR'S TITLE TO MATERIALS. No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims, or encumbrances.
7. INSPECTION AND TESTING OF MATERIALS. Unless otherwise specifically provided for in the specifications, the inspection and testing of material and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by Owner. The cost of such inspection and testing shall be paid by the Contractor.
- A. Certification by Contractor. Where the detailed specifications call for certified copies of mill or shop tests to establish conformance of certain materials with the specifications, it shall be the responsibility of the Contractor to assure delivery of such certifications to the Owner. No materials or finished articles shall be incorporated in the work until such materials and finished articles have passed the required tests. The Contractor shall promptly segregate and remove rejected material and finished articles from the site of the work.
8. "OR EQUAL" CLAUSE. The phrase "or equal" shall be construed to mean that material or equipment will be acceptable only when, in the judgment of the Engineer, they are composed of parts of equal quality, equal workmanship and finish, designed and constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make, or model. Written approval will be obtained from the Engineer prior to installation.
9. PATENTS. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents. If the Contractor uses any design, device, or material covered by letter, patent, or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device, or material. It is mutually agreed and understood that, with exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringements by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. SURVEYS, LAWS, AND REGULATIONS. The Contractor shall comply with the following:
- A. Construction staking shall be the responsibility of the Contractor.
 - B. Laws and Regulations. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations of the State, City, and County in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same in writing to the Owner. He shall, at all times, himself observe and comply with all such existing and future laws, ordinance, and regulations (to the extent that such requirements do not conflict with Federal laws or regulations) and shall protect and indemnify the Owner and its agents against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or by his employees.
11. CONTRACTOR'S OBLIGATIONS. The Contractor shall, in good workman-like manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with provisions of this contract and said specifications, and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitation of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.
12. 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 to so protect its work, such materials shall be removed and replaced at the expense of the Contractor.
13. PROTECTION OF WORK AND PROPERTY, EMERGENCY. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss, or injury. In case of emergency which threatens loss or injury of property and/or

safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in paragraph entitled "Changes in Work" of these specifications.

14. INTERPRETATIONS. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of these proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanation or interpretation of such documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.
15. REPORTS, RECORDS, AND DATA. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this contract.
16. SUPERINTENDENCE BY CONTRACTOR. The Contractor shall employ only competent and skilled men on the work. The Contractor shall have competent Superintendent or Foreman present at all times when the work is in progress, who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll. The Contractor shall, upon demand from the Engineer, immediately remove any superintendent, foreman, or workman whom the Engineer may consider incompetent or undesirable.
17. CHANGES IN WORK. No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of, the following methods:
 - A. Unit bid prices previously approved.
 - B. An agreed lump sum.
 - C. The actual cost of:
 1. Labor, including social security and unemployment contributions.
 2. Materials.
 3. The ownership or rental cost of construction equipment
 4. Bond.

To the cost under (C) there shall be added a fixed fee to be agreed upon but not to exceed 15 percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, insurance, small tools, overhead, profit, and any other general expenses.

18. EXTRAS. Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly, and the consent of the surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner, or the Engineer acting officially for the Owner, and the price is stated in such order. Extra work shall be performed only upon the execution of authorized change orders as set forth in the preceding paragraph.
19. TIME FOR COMPLETION AND LIQUIDATED DAMAGES. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.
- A. To any preference, priority, or allocation order duly issued by the Government.
 - B. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, hurricanes, and tornadoes.
 - C. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (A) and (B) of this article

Provided, further that the Contractor shall, within seven (7) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner in writing of the causes of delay, who shall ascertain the facts and extent of delay and notify the Contractor with a reasonable time of its decision in the matter, and grant such extension of time as the Owner shall deem suitable and just.

Normal weather conditions for the project area are taken into consideration in the time for completion of the contract; therefore, no extension of time will be extended for normal weather conditions, with the exception of hurricanes and tornadoes.

20. CORRECTION OF WORK. All work, all materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction, shall be at all times and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction of the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall

immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as, in the judgment of the Engineer, shall be equitable.

21. SUBSURFACE CONDITIONS FOUND DIFFERENT. Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will, in a timely manner, make such changes in the plans and/or specifications as he may find necessary; any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of these specifications.
- A. Where no specific subsurface conditions are indicated or specified, no increase in cost will be considered in regards to subsurface conditions encountered
22. CLAIMS FOR EXTRA COSTS. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer, as aforesaid, and the claim presented with the first estimate after the changes or extra work is done. When work is performed under the terms of subparagraph 17(C) of these specifications, the Contractor shall furnish satisfactory bills payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.
23. RIGHT OF OWNER TO TERMINATE CONTRACT. In the event that any of the provisions of this contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute same to completion by the contract or by force account for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned thereby, and in such event the Owner may take possession of and utilize in completion the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. If the Contractor should die, be declared an incompetent, be declared bankrupt or insolvent, make an assignment for the benefit of creditors during the term of his contract, the Owner may terminate the contract in the manner and under the procedure set forth above with the exception that no notices to the Contractor shall be required, but in lieu thereof, the Owner must make a reasonable effort to notify the estate of the Contractor, his guardian, assignee, or legal representative of the intention to

terminate and fact of termination, if there is any such guardian, assignee, or legal representative at the time of the Owner desires to terminate.

24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES. Immediately after execution and delivery of the contract and before the first partial payment is made, the Contractor shall deliver to the Owner
- A. Construction Schedule. An estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
 - B. Contractor's Estimate. The Contractor shall also furnish:
 - 1. A detailed estimate, giving a complete breakdown of the contract price; and;
 - 2. Periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for addition to or deductions from the contract price.
 - C. Materials and Equipment Delivery Schedule. The Contractor shall also prepare a schedule of anticipated shipping dates for materials and equipment. It is intended that equipment and materials be so scheduled as to arrive at the job site just prior to time for installation to prevent excessive materials on hand for inventory and the necessity for extensive storage facilities at the job site.
25. PAYMENT TO CONTRACTOR shall be made according to the following:
- A. No later than thirty (30) days after the City's Engineer approves the request for payment. The Owner shall make a progress payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month under this contract. The City requires that checks are to be mailed by USPS to the contractor. To insure the proper performance of this contract, the Owner will retain a portion of each estimate until final completion and acceptance of all work covered by this contract in accordance with the following:
 - 1. Retention of 10% of payment claimed until construction is complete, or as follows:
 - 2. After construction is 50% complete, retainage may be reduced from 10% to 5% of the completed work in place, provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding.

- B. In preparing a payment request, the material delivered on the site and preparatory work done may be taken into consideration.
 - C. All material and work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged worked, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the contract.
 - D. Owner's Right to Withhold Certain Amounts and Make Application Thereof. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material, men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.
26. ACCEPTANCE OF WORK AND FINAL PAYMENT. Before final acceptance of the work and payment to the Contractor of the percentage retained by the Owner, the following requirements shall be compiled with:
- A. Final Inspection. Upon notice from the Contractor that their work is completed, the Engineer will make a final inspection of the work and shall notify the Contractor of all instances where their work fails to comply with the specifications, as well as any defects he may discover. The Contractor shall immediately make such alterations as are necessary to make the work comply with the specifications and to satisfaction of the Engineer.
 - B. Operating Test. After the alterations for compliance with the specifications have been made, and before acceptance of the whole or any part of the work, it shall be subjected to test to determine that it is in accordance with the specifications.

The Contractor shall maintain all work in first class condition for a thirty (30) day operating period after the work has been completed as a whole, the final inspection has been made, and the Engineer has notified the Contractor in writing that the work has been finished to his satisfaction. The retained percentage as provided herein will not become due or payable to the Contractor until after the thirty (30) day operating period has expired.

- C. Cleaning Up. Before the work is considered as complete, all rubbish and unused material due to or connected with the construction must be removed and the premises left in a condition satisfactory to the Owner. Streets, curbs, crosswalks, pavements, sidewalks, fences, and other public and private property disturbed or damages should be restored to their former condition. Final acceptance will be withheld until such work is finished.
 - D. Liens. Final acceptance of the work will not be granted and the retained percentage will not be due or payable until the Contractor has furnished the Owner proper and satisfactory evidence under oath that all claims for labor and material employed or used in the construction of the work under this contract have been settled, and that no legal claims can be filed against the Owner for such labor or material.
 - E. Final Estimate. Upon completion of all cleaning up, alterations, and repairs required by the final inspection or operating test, the satisfactory completion of the operating test, and upon submitting proper and satisfactory evidence to the Owner that all claims have been settled, the Contractor shall then prepare his final estimate. After review and approval of the final estimate by the Engineer and the Owner, the payment shall then become due.
27. ACCEPTANCE OF FINAL PAYMENT AS RELEASE. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, final or otherwise, shall operate to release the Contractor of his sureties from any obligations under this Contract or his sureties from any obligations under this Contract or the performance and payment bond.
28. PAYMENTS BY CONTRACTOR. The Contractor shall pay:
- A. For all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered;
 - B. For all materials, tools, and other expendable equipment to the extent of ninety (90) percent of the cost thereof not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day

following completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and

- C. To each of his subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.
29. **INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or any- one directly or indirectly employed by either of them, such insurance as required by statute and/or ordinance to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this contract
- A. **Limits of Liability.** Insurance shall be obtained for not less than the limits of liability as specified in Section 00110 entitled INSURANCE REQUIREMENTS.
- B. **Certificates of Insurance.** The Contractor shall furnish the Owner certificates shown in the type, amount, class of operations covered, effective dates, and dates of expiration of the policies. Certificates showing proof of such insurance shall be submitted to the Owner prior to commencement of services under this Agreement. Such certificates shall 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 Owner". Further, it shall be an affirmative obligation upon the Contractor to advise the City's Risk Manager within two days of the cancellation or substantive
30. **PAYMENT & PERFORMANCE BOND.** The Contractor shall furnish a one hundred and ten (110) percent performance bond and a one hundred (100) percent payment bond as security for the faithful performance of this contract, as security for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with this contract. The performance bond and payment bond shall be in separate instruments. Before the final acceptance, each bond must be approved by the Owner.
31. **ASSIGNMENTS.** The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.
32. **MUTUAL RESPONSIBILITY OF CONTRACTORS.** If through acts of neglect on the part of the Contractor, any other contractor or any sub- contractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or

subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. SEPARATE CONTRACTS. The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractor, shall keep informed of the progress and the detail work of other contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.
34. SUBCONTRACTING shall comply with the following:
- A. The Contractor may utilize the services of specialty contractors on those parts of the work which under normal contracting practices are performed by specialty subcontractors.
 - B. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
 - C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he for the acts and omissions of persons employed by him.
 - D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contract under any provisions of the contract documents.
 - E. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.
35. ENGINEER'S AUTHORITY. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions

shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such questions.

- A. Interpretation of Drawings and Specifications. The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work, which may arise between the Contractor under this contract and other contractors performing work for the Owner, shall be adjusted and determined by the Engineer.

36. STATED ALLOWANCES. N/A

37. USE OF PREMISES AND REMOVAL OF DEBRIS. The Contractor expressly undertakes at his own expense:

- A. To take every precaution against injuries to persons or damage to property. To make arrangements with adjacent property owners for parking of equipment if necessary.
- B. To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.
- C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- D. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance.
- E. Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
- F. To effect all cutting, fitting, or patching of his work required to make the same conform to the plans or specifications, and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.

38. QUANTITIES OF ESTIMATE. The estimated quantities of work to be done and materials to be furnished under this contract, shown in any of the documents, including the proposal, are given for use in comparing bids, and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be

deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. RIGHTS-OF-WAY AND SUSPENSION OF WORK. The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated, and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way.

Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation or by reason of its ability to procure any lands or rights-of-way for said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

40. GENERAL WARRANTY FOR ONE YEAR AFTER COMPLETION OF CONTRACT. For a period of at least one (1) year after the completion of the contract, the Contractor warrants the fitness and soundness of all work done and materials and equipment put in place under the contract, and neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility

41. NOTICE AND SERVICE THEREOF. Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by registered mail to said Contractor or his authorized representative on the work, or is deposited in the regular United States Mail in sealed, postage prepaid envelope, and the receipt thereof is acknowledged by the Contractor.

A. Owner's Notice. All papers required to be delivered to the Owner shall be delivered as indicated in Section 00015 entitled REFERENCES.

42. REQUIRED PROVISIONS DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly

inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

43. PROTECTION OF LIVES AND HEALTH. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- A. All persons on the Site or who may be affected by the Work:
 - B. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - C. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or Engineer's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

44. WAGES AND OVERTIME COMPENSATION. The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.
45. PROHIBITED INTERESTS. No official of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering,

inspection, construction, or material supply contract or any sub- contract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of and on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project shall become directly or indirectly interested personally in this contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

46. CONFLICTING CONDITIONS. Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

47. INDEMNIFICATION

- A. The Contractor will indemnify and hold harmless the Owner, the Engineer, and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act of omission of the Contractor and Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- B. In any and all claims against the Owner or the Engineer, or any of their agents or employees, by an employee of the Contractor, any Sub-Contractor, anyone directly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

(END OF SECTION)

**SECTION 00800
SUPPLEMENTARY CONDITIONS**

1. WORKING HOURS

The Contractor is not allowed to work outside the normal working hours from 7:00 AM – 5:00 PM. If the Contractor is required to work outside normal working hours, then it is the Contractor's responsibility to schedule this with the plant staff and give notice of work being performed at least twenty four (24) hours prior to the start of work.

2. BUSINESS LICENSE AND PERMITS

The selected contractor shall be required to obtain all applicable City of Georgetown permits and business licenses. Contact Jestin Gilliard, Revenues Manager, 843-545-4041, to obtain a City business license. These expenses shall be included in the total bid unit price.

3. WELL DESIGN

Contractor is responsible for the design of the stainless steel liner, screens, and pump. The assumption of a 12" x 5" stainless steel liner and screens as shown on the Bid Form is appropriate. The reported depth of the well is 769 feet. The existing pump conditions are 300 GPM at 500 TDH with intake depth of 400 feet. The turbine shaft shall be stainless steel with stainless steel couplings. The existing column pipe is to be reused. The existing electrical service is 240 volt, three phase.

4. EXISTING DRAWINGS

Please see the existing drawings for King Well from

5. PROJECT SCHEDULE OF EVENTS

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

MILESTONE EVENT	DATE
1. RFB Advertisement	Friday, June 8, 2018
2. Deadline for questions by interested participants and emailed to dhoward@cogsc.com	Monday, June 25, 2018 at 2:00 PM
3. Post answers to questions on City's website www.cogsc.com under Bids	Thursday, June 28, 2018 by 5:00 PM
4. Bid due date	Monday, July 9, 2018 no later than 3:00 pm EST
5. Approval of Contract by City Council (tentative)	Thursday, July 19, 2018

When the Purchasing Division is closed due to force majeure, bid openings will be postponed to the same time on the next official business day.

(END OF SECTION)

**SECTION 00900
DRAWING INDEX**

TITLE

Attachment A-1: Installation Plan 1966

Attachment A-2: Well Diagram 1966

Attachment A-3: Installation Data from 2015

(END OF SECTION)

SECTION 01000

**LOCAL VENDOR PREFERENCE OPTION –
MANDATORY VENDOR SUBMITTAL FORM**

Local Vendor Preference Option

1. A vendor shall be deemed a Local Georgetown City/County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the City/County on which the bid is submitted, and has paid all taxes and business license fees duly assessed.
2. This option allows the lowest local bidder whose bid is within five -percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the City/County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown City/County taxes, business license and fees if so requested.
3. Should the lowest responsible and responsive Georgetown City/County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown City/County bidder shall have that right and so on. The right to match the non-Georgetown City/County bidder's bid shall be exercised within 24 hours of notification.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on the "MANDATORY VENDOR SUBMITTAL" form included in this bid document. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-187, Professional and Construction Services, the City shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts:
 - (a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
 - (b) Contracts for professional services except as provided for in Section 2-187 above;

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

- (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
- (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or
- (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either City Council or City Administrator, or where such suspension is, in the opinion of the City Attorney, required by law.



MANDATORY VENDOR SUBMITTAL FORM

AN ORDINANCE TO AMEND
CHAPTER 2 ADMINISTRATION - ARTICLE IV
PROCUREMENT – JANUARY 19, 2017

SECTION 2-185 COMPETITIVE SEALED QUOTES LOCAL VENDOR PREFERENCE

ARTICLE IV.
PROCUREMENT
DIVISION 2. ETHICS IN CITY CONTRACTING

☐ I certify that [Company Name] _____
is a **Resident Bidder** of Georgetown City/County as defined in the City of Georgetown
Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal
place of business is _____ [City and State].

☐ I certify that [Company Name] _____
is a **Non-Resident Bidder** of Georgetown City/County as defined in the City of Georgetown
Ordinance Chapter 2 Administration, Article IV Procurement, Section 2-185, and our principal
place of business is _____ [City and State].

(X) _____

Signature of Company Officer

**KING WELL REBUILD
PROJECT #1512**

**CITY OF GEORGETOWN
SOUTH CAROLINA**

**SECTION 01000
LOCAL VENDOR PREFERENCE OPTION –
MANDATORY VENDOR SUBMITTAL FORM**

(END OF SECTION)