

CITY OF NORTH CHARLESTON
INFORMAL BID
PQ-04-17
REPLY TO FAX (843) 745-1083
OR EMAIL – watienza@northcharleston.org

Project Title: ABATEMENT AND DEMOLITION OF VARIOUS STRUCTURES

Project Scope: Informal Bids for the removal and disposal of asbestos and the demolition and disposal of various structures located within the City of North Charleston, SC.

A mandatory pre-bid conference will be held on Thursday, March 16, 2017, 10:00 A.M., at North Charleston City Hall, 2nd Floor Montague Conference Room, 2500 City Hall Lane, North Charleston, SC 29406.

For **technical information** contact **Angela McJunkin**, amcjunkin@northcharleston.org, (843) 740-2670.

Bid Submission: Bids to be submitted not later than **10:00 A.M., Thursday, March 30, 2017.**

E-mailed or Faxed bids are acceptable and encouraged. Submit bid by completing Bid Sheet portion of this form and other required forms and **forward to the Purchasing Department Attn.: Willie Atienza via email: watienza@northcharleston.org or via fax number (843) 745-1083.**

Vendor is responsible for ensuring his or her bid is received on time.

Bids may also be mailed or hand delivered to arrive not later than the above submission time and date.

Bids are requested for services as described on the attached scope of work. All interested contractors are advised that at a minimum, the following insurance coverage is required: Commercial General Liability insurance and; Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of his employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance.

INSTRUCTIONS TO BIDDERS

1. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven or more consecutive calendar days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the City Purchasing Department at least five days before Bids are opened. In addition, all Addenda will be emailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

2. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions relating to the scope of work. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself with the conditions there existing.

A mandatory pre-bid conference will be held on Thursday, March 16, 2017, 10:00 A.M., at North Charleston City Hall, 2nd Floor Montague Conference Room, 2500 City Hall Lane, North Charleston, SC 29406.

The structures will ONLY be open and available to Interested Bidders for individual walkthroughs on March 16, 2017 from approximately 11:00 A.M. to 3:00 P.M.

3. ALTERNATE BIDS

No alternative bids will be considered unless alternative bids are specifically requested.

4. SUBMITTING BIDS

- a. All Bids must be submitted on forms supplied by the City and shall be subject to all requirements of the Contract Documents, including these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no special conditions shall be made or included in the Bid Form by the Bidder.
- b. All Documents shall be enclosed in envelopes which shall be sealed and clearly labeled with the words "Bid Documents," project, Bid number, name of Bidder, and date and time of Bid opening in order to guard against premature opening of the Bid.

- c. The City may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. The below items are to be submitted with each bid:
 - i) Bid Sheet
 - ii) Landfill Information Sheet
 - iii) Non-Collusion Affidavit of Prime Bidder
 - iv) Non-Collusion Affidavit of Subcontractor
 - v) Certification of Drug Free Workplace
 - vi) Certification of Non-Segregated Facilities
 - vii) Certification Regarding Illegal Immigration
 - viii) Statement of Bidder's Qualifications
 - ix) List of Major Sub-Contractors
 - x) SC Asbestos Contractors License

5. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which Bidding is based, shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation with regard to any Bid submitted.
- b. Before executing any subcontract, the successful Bidder shall submit an affidavit substantially in the form provided in Section SUBCONTRACTS under GENERAL CONDITIONS.

6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its prorated share of overhead so that the sum of the products obtained by multiplying the

quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities or amount of work, unit prices will be used.

8. CORRECTIONS

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

9. TIME FOR RECEIVING BIDS

- a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered.
- b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

10. OPENING OF BIDS

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

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business up to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for the Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly. No Bids may be withdrawn however, for a period of 60 consecutive calendar days after bid opening date.

12. AWARD OF CONTRACT REJECTION OF BIDS

- a. The Contract will be awarded to the lowest responsible, responsive Bidder based on experience, past performance, qualified personnel, price and any other information obtained from the bid or outside sources. The City, however, reserves the right to reject any and all Bids in whole or in part, to waive any informality, technicality or irregularity in Bids received, and to accept the bid which, in its desecration, may be in the best interest of the City.

- b. The City reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform with his own forces the majority of the work involved in this Contract.

13. NAMING OF SUBCONTRACTORS

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

14. EXECUTION OF AGREEMENT

- a. Subsequent to the award and within ten (10) consecutive calendar days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an original Agreement in the form included in the Contract Documents.

BID SHEET

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

From: _____

Phone: _____ Fax _____

E-Mail _____

The City of _____ County of _____, and
State of _____, hereinafter called "Bidder".

PROJECT: ASBESTOS ABATEMENT AND DEMOLITION OF VARIOUS STRUCTURES
BID NO.: PQ-04-17

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

In submitting this Bid, the Bidder understands that the right is reserved by the City of North Charleston to reject any and all Bids and to waive any and all technicalities or informalities. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within sixty (60) consecutive calendar days after the opening thereof, or at any time thereafter, before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required insurance certificates within ten (10) consecutive calendar days after the Agreement is presented to him for signature.

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

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

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

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

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

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of acceptance of this Bid, Bidder will execute the formal Agreement attached within 10 days.

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

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

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

A partnership consisting of _____ :

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

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

Respectfully Submitted: _____

By: _____

PROVIDE A SEPARATE TOTAL COST FOR EACH OF THE BELOW SITES.

All prices shall include all labor, materials, abatement, debris removal, equipment, overhead, profit, insurance, taxes, fees, etc. to cover the finished work.

2678 Olympia Avenue, North Charleston, SC 29405

- One (1) Story Residential Structure (Approx. 1,136 Square Feet)
- 3,000 SF Cement Board (Exterior Siding)
- 200 LF Window Caulking (Exterior)
- 8 LF Black Tar (Roof Chimney) \$ _____

7604 Allwood Avenue, North Charleston, SC 29418

- One (1) Story Mobile Residential Structure (Approx. 1300 Square Feet)
- 418 SF Ceiling Texture (Bedroom 1)
- 5,879 SF Joint Compound (Bedroom 1)
- 9 SF Roof Cement (black) (Roof) \$ _____

4748 Wright Avenue, North Charleston, SC 29405

- One (1) Story Residential Structure (900 Square Feet)
- No Asbestos Found (Per ECS Asbestos Survey) \$ _____

Owners Contingency **\$ 10,000.00**

TOTAL BID \$ _____

Provide unit prices for the below items (prices shall include all labor, materials, abatement, debris removal, equipment, overhead, profit, insurance, taxes, fees, etc. to cover the finished work.)

Cement Board cost per SF	\$ _____	Window Caulking cost per LF	\$ _____
Black Tar cost per LF	\$ _____	Ceiling Texture cost per SF	\$ _____
Joint Compound cost per SF	\$ _____	Cement Board cost per SF	\$ _____
Joint Compound cost per SF	\$ _____	Roof Cement cost per SF	\$ _____

NOTE: The premises are to be left clean and free from debris by such demolition. Removal of all debris to contractor provided disposal site. Demolish and remove all foundations, steps, and other site improvements identified. Grade and level demolition area, hand rake and remove any remaining debris. Cut, trim, and clear of grass, shrubbery, and any trees with a trunk diameter of less than two (2") inches as measured at a height of three (3') above ground level.

The City reserves the right to delete any of the above sites in order to adjust the total bid in order to stay within the allotted budget. The contract will be awarded to one bidder for all work.

A SC Contractors License is not required to obtain demolition permits. All permits will be issued by the City of North Charleston Building Department. Additional information on permits may be obtained by calling (843) 740-2569.

LANDFILL INFORMATION

The below landfill information is furnished for use in obtaining required DHEC demolition permits.

An asbestos survey has been completed for all structures. Several of the buildings have tested positive for asbestos materials. Once bids are opened and the lowest bidder established, the Contractor will be responsible for applying for all DHEC permits that may be required at no cost to the City. The contractor, at his expense, is also responsible for obtaining permits from the City of North Charleston Building Department. A copy of each asbestos survey will be given to the contractor awarded the project.

DISPOSAL

Name of Landfill _____

Permit Number _____

Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Phone Number _____

CERTIFICATION OF DRUG FREE WORKPLACE

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

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

By: _____

Title: _____

Date: _____

Official Address (including Zip Code) _____

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

By: _____

Title: _____

Date: _____

Official Address (including Zip Code) _____

CERTIFICATION REGARDING ILLEGAL IMMIGRATION

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

By: _____

Title: _____

Date: _____

Official Address (including Zip Code) _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

Dated at _____

this _____ day of _____ 20__.

By: _____

Title: _____

Sworn to and subscribed before me at _____ State of _____

this _____ day of _____ 20__.

Signature of Notary Public

Commission Expires

SUBCONTRACTORS

#1. Work to be subcontracted: _____

Name of subcontractor: _____

License Number: _____

Address: _____

#2 Work to be subcontracted: _____

Name of subcontractor: _____

License Number: _____

Address: _____

#3. Work to be subcontracted: _____

Name of subcontractor: _____

License Number: _____

Address: _____

#4. Work to be subcontracted: _____

Name of subcontractor: _____

License Number: _____

Address: _____

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

GENERAL SPECIFICATIONS GENERAL CONDITIONS

101. DEFINITIONS

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

- a. The term "Contract" means the Contract executed by the City and the Contractor, of which these GENERAL CONDITIONS form a part.
- b. The term "City" means the City of North Charleston which is authorized to undertake this contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the City.
- d. The term "Engineer" means any person or persons employed by the City for the purpose of directing or having charge of the work embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
- e. The term "Local Government" means the City (town, borough or political subdivision) of North Charleston, South Carolina, within which the Project Area is situated.
- f. The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, and Technical Specifications.
- g. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates: the quality of workmanship required; and the methods to be used in carrying out the work to be performed under this Contract.
- h. The term "Addendum" or "Addenda" means changes, revisions or clarification of the Contract Documents which have been duly issued by the City to prospective Bidders prior to the time of receiving Bids.
- i. The term "Secretary" means the Secretary of the Department of Housing & Urban Development, or other person who may be at the time acting in the capacity or authorized to perform the functions of such secretary, or the authorized representative thereof.
- j. A "General Contractor" shall be one who for a fixed price, commission, fee or wage undertakes or offers to undertake the construction or superintending of construction of any building, highway, sewer, grading, improvement, re-improvement, structure, or part thereof.

102. SUPERINTENDENCE BY CONTRACTOR

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

103. SUBCONTRACTS

- a. Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms: It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - i) Including qualified small and minority businesses on solicitation lists.
 - ii) Assuring that small and minority businesses are solicited whenever they are potential sources.
 - iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum small and minority business participation.
 - iv) Where the requirement permits, establishing schedules which will encourage participation by small and minority business.
 - v) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
 - vi) The Contractor shall take similar appropriate affirmative action in support of women's business enterprise.
- b. Non-Collusion Affidavit: The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion affidavit from the subcontractor in substantially the form included in this package and has received written approval of such subcontractor from the City.
- c. No proposed subcontractor shall be disapproved by the City except for cause.
- d. The Contractor shall be as fully responsible to the City for the acts and omissions of his

subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

- e. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract.
- f. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

104. OTHER CONTRACTS

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

105. COORDINATION OF THE WORK

The Contractor shall be responsible for the coordination of the operations of all trades, subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors any information which they may require for carrying out their work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

107. PROGRESS SCHEDULE

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

108. COST BREAKDOWN

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

109. PAYMENTS TO CONTRACTOR

a. Partial Payments

- i) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding the total value of work completed to date, and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of the previous payments. The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each site and adjusted in accordance with the value of work completed to date on approved change orders. Copies of all invoices shall be available for inspection by the Engineer.
- ii) Monthly or partial payments made by the City to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

b. Final Payment

- i) After final inspection and acceptance by the City of all work under the Contract, the Contractor shall prepare his requisition for final payment which will be based upon the lump-sum shown in the Agreement or this sum as adjusted by approved change orders. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the City with a release in satisfactory form of all claims against the City arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section DISPUTES under GENERAL CONDITIONS.
- ii) The City paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment and services to the Contractor, if the City deems the same necessary in order to protect its interest. The City, however, if it deems such action advisable, may make payment in part or in full to the Contractor without

requiring the furnishing of such releases or receipts and any payments so made shall not impair the obligations of any surety or sureties furnished under this Contract.

- iii) Withholding of any amount due the City under Section LIQUIDATED DAMAGES under SPECIAL CONDITIONS, shall be deducted from the final payment due the contractor.

c. Withholding Payments

The City may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the City, and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and his subcontractors or Material Dealers, or to withhold any moneys for their protection unless the City elects to do so.

110. CHANGES IN WORK

- a. The City may make any changes in the scope of the work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract provisions. All such work shall be executed under the terms of the original contract, unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for adjustment of the Contract Price will be valid unless so ordered.
- c. If applicable unit prices are contained in the Agreement (establishing as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the City may order the Contractor to proceed with desired prices specified in the Contract, by use of a change order, provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty five percent (25%) in accordance with Section UNIT PRICES under INSTRUCTIONS TO BIDDERS. Follow Change Order procedures as shown below.
- d. If applicable unit prices are not contained in the Agreement or if the total change increases or decreases the total Contract Price more than twenty five percent (25%), the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 - i) If the proposal is acceptable the City will prepare the change order in accordance therewith for acceptance by the Contractor, or;
 - ii) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a

cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

- iii) Each change order shall include in its final form:
 - a) A detailed description of the change in the work.
 - b) The Contractor's proposal (if any).
 - c) A definite statement as to the resulting change in the contract price and/or time.
 - d) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

111. CLAIMS FOR EXTRA COST

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

112. TERMINATION, DELAYS AND LIQUIDATED DAMAGES

- a. Termination for Non-Compliance with Drug Free Workplace Act: In accordance with the Drug Free Workplace Act, this contract is subject to immediate termination, suspension of payment, or both, if the Contractor fails to comply with the terms of the Drug Free Workplace Act.
- b. Termination for Cause: If the Contractor fails to perform the work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the City, to comply with any of the terms and conditions of the Contract Documents, then this Contract may be cancelled and terminated by the City at any time within the Contract period without advance written notice, and the

Contractor and his Surety shall be liable to the City for any excess cost occasioned the City. Default or breach of any clause of this contract shall constitute "cause" for termination.

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

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

- g. Excusable delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
- i) To any acts of the Government, including controls or restrictions on requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National Emergency;
 - ii) To any acts of the City;
 - iii) To causes not reasonably foreseeable by the parties to this Contract which are beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions;
 - iv) To any delay of any subcontractor occasioned by any of the causes specified above. Provided, however, the Contractor promptly notifies the City within ten (10) consecutive calendar days in writing of the cause of the delay. Upon receipt of such notification the City shall ascertain the facts and the cause and extent of delay. If upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

113. ASSIGNMENT OR NOVATION

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

114. DISPUTES

- a. All disputes arising under this Contract or its interpretation whether involving law, fact, or both, or extra work, and all claims for alleged breach of contract shall within ten (10) consecutive calendar days of commencement of the dispute be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not

presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) consecutive calendar days of its commencement, the claim will be considered only for a period commencing ten (10) consecutive calendar days prior to the receipt by the City of Notice thereof.

- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- c. If the Contractor does not agree with any decision of the City, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.
- d. The laws of South Carolina shall govern this Agreement. In the event that the Contractor and City are unable to resolve any dispute, any and all litigation arising under said Agreement shall be litigated only in a nonjury hearing in the Circuit Court within the ninth Judicial Circuit of Charleston County, Charleston, South Carolina. Upon approval of the Circuit Court, any such action shall be referred to the Master-in-Equity for Charleston County. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

115. DISCREPANCIES

In case of any discrepancy in the scope of work to be performed and actual site conditions, the matter shall immediately be submitted to the City, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in his possession which should be furnished by the City under the terms of this Contract, and which he will require for the planning and execution of the work. Such requests may be submitted from time to time as the need arises, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local, State, and Federal Governments. Before commencing any work, the Contractor shall examine the scope of work for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City. Where the requirements of the scope of work fail to comply with such applicable ordinances or codes, the City will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- b. The Contractor shall at his own expense, secure and pay to the appropriate department of the Local, State, or Federal agency, the fees or charges for all permits.
- c. The Contractor shall comply with all applicable laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

118. CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work.
- b. In an emergency affecting the safety of life, limb, or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City as provided in Section CHANGES IN THE WORK under GENERAL CONDITIONS.
- c. The Contractor shall avoid damage as a result of his operations to sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- d. The Contractor shall shore up, brace, underpin, secure, and protect, as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the work embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

119. ACCIDENT PREVENTION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. No laborer or mechanic employed in the performance of this Contract shall be required to work in surrounding or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation. Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
- b. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Incorporated, to the extent that such provisions are not in conflict with applicable laws.
- c. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- d. The Contractor shall include the provisions of the Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as The Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.
- e. The Contractor shall indemnify and save harmless the City from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

120. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

121. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials, and operations to the Contract Limits as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with his materials and equipment.
- b. The Contractor shall comply with reasonable instructions of the City and all existing state and local regulations, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

122. REMOVAL OF DEBRIS, CLEANING, ETC.

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

123. INSPECTION

- a. All work shall be subject to inspection or examination by the City and the Engineer at any and all times. The City shall have the right to reject any work or require its correction. Unacceptable work shall be satisfactorily corrected. If the Contractor fails to proceed at once with the correction of rejected work, the City may, by contract or otherwise, have the defects remedied and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the City.
- b. The Contractor shall notify the City sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the City.
- c. Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent (15%) of such costs to cover superintendence, general expense and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract had been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- d. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

124. RECORD KEEPING AND REVIEW BY CITY AND FEDERAL AGENCIES

- a. The Contractor shall maintain all required records for three years after final payments and all other pending matters are closed.
- b. The City, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor, which are directly pertinent to this Contract, for the purpose of making audit examinations, excerpts and transcriptions, and shall be permitted to observe and review all work, materials, equipment, employment conditions and other relevant data, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the City through its authorized representatives or agents.
- c. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor.

125. FINAL INSPECTION

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

126. DEDUCTION FOR UNCORRECTED WORK

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

127. INSURANCE

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

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

Commercial General Liability Limits:

\$1,000,000 Combined Single Limit

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

Premises – Site Work

Independent Contractors

Contractual Liability

Personal Injury (Including employees as insured)

Automobile Liability Insurance Limits:

\$1,000,000 Combined Single Limit

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

All Owned Vehicles

Hired and/or Leased Vehicles

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

ten (10) days written notice has been received by the City".

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

128. GENERAL GUARANTY

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

129. COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1957 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time, the contractor agrees that:

- a. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- b. He will comply with all requirements of Sections 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations & Guidelines issued there under.
- c. He will promptly notify the owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- d. He will include or cause to be included the provisions of paragraph a through c of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

130. DEBARMENT

The Grant Recipient agrees that he/she will comply with Debarment Certification, 43 CFR, Part 12, Section 12.510 and states that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

131. TITLE VI AND AGE DISCRIMINATION

The contractor agrees that he/she will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which financial assistance has been granted from the department of Interior, National Park Service, and that he will immediately take any measures to effectuate this agreement.

In addition to the above, the contractor agrees to comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 Et. Seq. which prohibits discrimination in hiring on the basis of age.

132. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- a. Equal Opportunity Clause: If the Contract amount exceeds \$10,000.00 during the performance of this contract, the Contractor agrees as follows:
 - i) The Contractor will not discriminate against employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii) The Contractor will, in all solicitations or advertisements for employees placed by on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - iii) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representative of the Contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- iv) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vi) In the event the Contractor's noncompliance with nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - vii) The Contractor will include the portion of the sentence immediately preceding paragraph a and the provisions of paragraphs a through f in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- b. Affirmative Action Clause. If the Contract amount exceeds \$10,000.00, the following conditions shall apply: Standard Federal Equal Employment Opportunity Construction Contract Specification (Executive Order 11246)
- i) As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

- c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d) "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- c. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- d. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligation on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- e. The Contractor shall implement the specific affirmative action standards provided in paragraphs 8a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered areas. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area

where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or from the Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- f. Neither the provisions of any collective bargaining agreement, not the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- g. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- h. The Contractor shall take specific affirmative actions to ensure employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - i) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - ii) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.
 - iii) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- iv) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the referral process has impeded the Contractor's efforts to meet its obligations.
- v) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources listed under 7b above.
- vi) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations, by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- vii) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having responsibility for hiring, assignments, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- viii) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- ix) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeships or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- x) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - xi) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - xii) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - xiii) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - xiv) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - xv) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - xvi) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- i. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (8a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 8a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 - j. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for

example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- k. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- l. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- m. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- n. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- o. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper or laborer), date of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- p. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- q. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

If the contract amount exceeds \$10,000, the Offerer or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein. (See Article EQUAL

EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Under GENERAL CONDITIONS PART I hereof).

- r. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for minority participation in each trade	Goals for female participation in each trade
30%	6.9%

These goals are applicable to all the Contractor's work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs work in a geographical area located outside of the covered area, it shall apply the goals established in such geographical area where the work is actually performed.

With regard to this second area, the contractor is also subject to the goals for both its federal and nonfederal involved work.

- s. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be used on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its effort to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees from the Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulation in 41 CFR, Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- t. The Contractor shall provide notification to the Director of the Office of the Federal Contract Compliance Programs within ten (10) days of award of any construction subcontract in excess of \$10,000 at any tier for work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; and the geographical area in which the contract is to be performed.

2. Non-Segregated Facilities. The Contractor shall include the provisions of this Article in every subcontract in excess of \$10,000 so that such provisions will be binding on the subcontractor.
 - i) The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.
 - ii) The Contractor agrees that prior to award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, he will obtain identical certifications from each subcontractor, and that he will retain such certifications in his files.

133. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

- a. Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise the same.
- b. Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials: No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or Subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.
- c. The Contractor will include the provisions of paragraphs a and b in every Subcontract so that such provisions will be binding upon each Subcontractor.

134. SECTION 3 CLAUSE

- a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with

the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation or regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

GENERAL SPECIFICATIONS
SPECIAL CONDITIONS

401. TIME FOR COMPLETION

The work which the Contractor is required to perform under this contract shall be commenced at the time stipulated by the City in the Notice to Proceed. This date will be established from the estimated time for completion inserted on the Bid sheet by the Contractor or such other date as agreed upon between the Contractor and the City.

402. LIQUIDATED DAMAGES

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

403. RESPONSIBILITIES OF CONTRACTOR

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

404. COMMUNICATIONS

- a) All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- b) Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the City), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c) All papers required to be delivered to the City shall, unless otherwise specified in writing to the contractor, be delivered to the Community Development Manger, 4900 LaCross Road, Fifth Floor, P.O. Box 190016, North Charleston, SC 29419-9016, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered

with charges prepaid to any telegraph company for transmission to said City at such address, or to such other representatives of the City may subsequently specify in writing to the contractor for such purpose.

- d) Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.
- e) This section does not apply to decisions given pursuant to section DISPUTES under GENERAL CONDITIONS.

405. JOB OFFICES

- a) The contractor shall furnish and maintain, during construction of the improvements embraced in this contract, adequate facilities on the Project Area or adjacent thereto, for the use of the City and its Engineers as follows: NONE
- b) The contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The City shall be consulted with regard to locations.
- c) Upon completion of the Improvements, or as directed by the City, the contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the site of the work in the condition required by the contract.

406. WORK BY OTHERS

The following work will be done by others:

at no expense to the contractor:

- 1. On site: Air Monitoring (Company TBD)
- 2. Off site: NONE

407. LICENSES

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

CITY BUSINESS LICENSE:

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

408. SCOPE OF WORK

1. The Contractor is hereby directed to conduct the asbestos work where applicable in accordance with the requirements of the Federal Register 40 CFR Part 61 Environmental Protection Agency National Emissions Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule, the South Carolina Department of Health and Environmental Control Regulation 61-86.1; Standards of Performance for Asbestos Abatement Operations, and any other applicable Local, State, and Federal Requirements. The Contractor shall prepare to dispose of all visible and obvious asbestos materials in the prescribed manner allowed by State law.
2. Any non-visible or hidden asbestos material discovered on site by the Contractor, which has not previously been identified for disposal shall be brought to the attention of the City of North Charleston and the on-site air monitoring company immediately for instructions. This material may be handled by others. The continued demolition and disposal of the affected item may be deleted from the current contract.
3. The Contractor shall dispose of the ACM in a manner that is permitted by law. The City of North Charleston shall be the primary judge of the contractor's actions regarding disposal. The Contractor will be required to name the destination of all materials and will account for, by receipt, each load hauled from the site. See attached landfill information sheet.
4. The Contractor shall obtain necessary permits and licenses from the EPA, SCDHEC and other regulatory agencies as required in conjunction with asbestos removal, hauling, and disposal, and furnish timely notification of such actions by Federal, State, Regional, and Local authorities.
5. The Contractor shall prepare a statement and submit such statement with his bid which states where all materials will be disposed of, and the terms which the Contractor has with the disposal site for the receiving and acceptance of the delivered materials. The Contractor shall also submit with his bid written evidence that the landfill for disposal is approved for asbestos disposal by the EPA and SCDHEC. Compliance with this provision will affect the determination by the City of North Charleston as to the completeness of the submitted bid by the Contractor.
6. The Contractor shall be responsible for preparing and submitting all required notifications and reports to the appropriate regulatory agencies, with copies to the City of North Charleston.
7. If any rental equipment is used for this project, the Contractor shall provide a copy of the written notification to the rental company concerning the intended use of the equipment and the possibility of asbestos contamination of the equipment.

8. Comply with all requirements recommended by Project Plans when applicable. A copy of all asbestos surveys and plans will be given to the low bidder.

After asbestos abatement is complete, all structures will be demolished and all debris removed.

The premises are to be left clean and free from all debris by such demolition. Removal of all debris will be hauled by the Contractor, at the Contractors expense, including any landfill charges, to an approved landfill. Demolish and remove all foundations, steps, and other site improvements. The Contractor shall provide the City with copies of documentation, such as load out tickets, showing that the landfill is an approved site.

409. SPECIAL NOTE FOR NONRESIDENT TAXPAYERS

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

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

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