

<b>Submit Responses Online using the City of Columbia's Bid Online</b> <b>Phone Number: (803)545-3470</b>		<b>CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT</b>	
<b>Date: November 14, 2016</b>		<b>Bids will be opened at 2:00 P.M. on 12/1/16 and may not be withdrawn within 60 days after such date and time.</b>	
		<b>Bid No: 035-16-17-TBR</b>	
<b>Bid Title: Homeward Terrace (Doris Drive) Water Distribution System Improvements</b>		<b>Reason For No Bid:</b>	
<b>Vendor Name:</b>			
<b>Vendor Mailing Address:</b>			
<b>City-State-Zip:</b>			
<b>Telephone No:</b>			
<b>Fax No:</b>			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		_____ AUTHORIZED SIGNATURE (MANUAL)	
		_____ AUTHORIZED SIGNATURE/TITLE (TYPED)	
		_____ E-MAIL ADDRESS	
<b>General Conditions</b>			
<p>Electronic Bids: All bids must be submitted using the Bid Online System. Bids not submitted on the Bid Online System may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.</p> <p>1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.</p> <p>2. NO BID: If not submitting a bid, respond by indicating no-bid using bid online and explain the reason in the space provided for comments.</p> <p>3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of bid online. Bid tabulations will not be provided by telephone.</p> <p>4. PRICES, TERMS, &amp; PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.</p> <p style="padding-left: 20px;">A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p> <p style="padding-left: 20px;">B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.</p> <p style="padding-left: 20px;">C. Condition &amp; Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p> <p style="padding-left: 20px;">D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.</p> <p style="padding-left: 20px;">E. Invoicing &amp; Payment: The contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.</p> <p>5. MANUFACTURER'S NAME &amp; APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.</p>			

**General Conditions Continued**

6. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision
7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.
9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.
10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Purchasing Division for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.
11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Purchasing Division, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open, to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
- A. Suppliers name being removed from the Purchasing Division's vendor mailing list.
  - B. All City divisions being advised not to do business with the supplier without written approval from the Purchasing Division until such time as the supplier reimburses the City for all reprocurement and cover costs.
12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
  - B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
  - C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
  - D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.
14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.
15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
16. **RENEWAL:** The Purchasing Division reserves the option to renew the period of this contract, or any portion thereof, for an additional contract period. Renewal of the contract period shall be by mutual agreement in writing.
17. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
18. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.
19. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.
20. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.
21. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.

22. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

23. If this invitation to bid is for professional services to be rendered by the vendor, the Addendum to the Invitation for Bids for Professional Services shall apply as if fully set forth herein verbatim.

24. Protested solicitations and awards.

(a) Right to protest. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of award of contract.

(b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, contractor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

(c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

(d) Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

(e) Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.

(f) Request for review. The request for a review shall not stay the contract unless fraudulent.

#### **SC ILLEGAL IMMIGRATION REFORM ACT**

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Columbia upon request any documentation required to established either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors 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 their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at [www.columbiasc.net/purchasing](http://www.columbiasc.net/purchasing)

#### **LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY**

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using bid online. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland, and Saluda.

An overview is available at [www.columbiasc.net/purchasing](http://www.columbiasc.net/purchasing)

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**Please note additional attachments on Bid Online: Special Provisions, Part 15 “General Specifications”, Part 16 “Specifications for Water Distribution, Materials and Construction”, Part 20 “Seeding and Sodding”, and Plans.**

**DEPARTMENT OF PROCUREMENT AND CONTRACTS  
1136 WASHINGTON STREET 4<sup>TH</sup> Floor  
COLUMBIA, S.C. 29201**

**I N V I T A T I O N F O R B I D S**

Sealed bids for **Homeward Terrace (Doris Drive) Water Distribution System Improvements** is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until 2:00 (P.M.) December 1, 2016 then publicly opened and read. The commodities and/or services must be furnished as described and specified.

Bid No. 035-16-17-TBR

By: Tava B. Robinson, Bid Coordinator  
Tava B. Robinson

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**QUANTITIES/COMMODITIES,  
OR SERVICES**

**UNIT PRICE  
DOLLAR CENTS\***

Homeward Terrace (Doris Drive) Water Distribution System Improvements

\$ \_\_\_\_\_

(Per described specifications, provisions, and drawings)

\*Price is to be entered onto Bid Online. Bidder will provide, furnish, and install all equipment, labor and materials required to complete this project. **DO NOT** include the sales tax in the price.

**Award will be made the lowest responsive and responsible bidder.**

**A pre-bid meeting is scheduled for November 22, 2016 at 2:00 PM in the 7<sup>th</sup> floor Conference Room at 1136 Washington St, Columbia SC 29201.**

**Contractor is to provide a copy of their Contractor's License with their bid and shall have the required classification for the scope of the work**

**Please note additional attachments on Bid Online: Special Provisions, Part 15 "General Specifications", Part 16 "Specifications for Water Distribution, Materials and Construction", Part 20 "Seeding and Sodding", and Plans.**

### **Schedule of Events**

Invitation to Bid issued	November 14, 2016
Pre-Bid Meeting	November 22, 2016 at 2:00 PM
Last Day for Questions	November 28, 2016 at 12:00 PM
Invitation to Bid Opening	December 1, 2016, 2016 at 2:00 PM
Intent to Award	December 2, 2016
City Council Approval (Pending)	December 20, 2016
Pre-construction Meeting (Tentatively)	To be determined

**Note:**

- 1. In addition to submitting bid response using Bid Online, vendor will also attach to Bid Online, mail, and/or hand deliver pages 1, 5, 23-26, 42-46, 48, 50-51, and 54-59 of bid package before bid opening. If delivered package must clearly be marked BID# 035-16-17-TBR Homeward Terrace (Doris Drive) Water Distribution System Improvements.**
- 2. All questions must be submitted to Bid Online by November 28, 2016 at 12:00 P.M.**
- 3. All bids (pricing) must be submitted online.**

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NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

## **Special Provisions**

### **LOCATION:**

430 Brookgreen Drive

### **SPECIAL PROVISIONS**

#### **1.0 GENERAL**

1.1 In case of conflict between Special Provisions any other Specifications, the Special Provisions shall prevail.

1.2 All work done in conjunction with these construction documents shall be done such that it complies with all applicable City, County, State and Federal regulations.

1.3 Attendance at the pre-bid conference for this project is non-mandatory.

1.4 The Contractor shall confine workers to the areas of construction.

1.5 The Contractor will comply with City ordinances and policies, including policies regarding use of tobacco products on City property.

1.6 Flood insurance is not required for this project.

1.7 Builder's risk insurance is not required for this project.

1.8 The City of Columbia Local Business Enterprise (LBE) Preference Program shall apply to this project. For more information, refer to the City of Columbia's LBE Preference Policy.

#### **2.0 MENTOR PROTEGE PROGRAM**

2.1 All contractors are required to bid this project in accordance with the requirements of this program. See attached Program Policies and Procedures.

2.2 The attention of bidders is directed to the attachment entitled "Mentor-Protégé Program". All bidders are required to comply with the terms and conditions of this policy as stated in this section.

#### **3.0 PROJECT SCOPE**

3.1 The proposed project scope generally consists of, but is not limited to, the following:

## Homeward Terrace (Doris Drive) Water Distribution System Improvements

Construction of approximately 1,100 linear feet of 8-inch restrained joint ductile iron pipe water main, approximately 2,180 linear feet of 8-inch ductile iron pipe water main; approximately 1,250 linear feet of 6-inch restrained joint ductile iron pipe water main, approximately 5,010 linear feet of 6-inch ductile iron pipe water main; approximately 340 linear feet of 4-inch restrained joint ductile iron pipe water main; abandonment of existing water lines, horizontal directional drill (hdd), new water service lines (trenchless method); gate valves; water service connections; tie-ins; miscellaneous fittings, paving/patching, and all necessary connections, appurtenances, work, facilities, and testing necessary or incidental to construct the improvements as directed by the approved plans and specifications.

### 4.0 PROJECT INFORMATION

4.1 Project Identification: WM3069 Homeward Terrace (Doris Drive) Water System Improvements

4.2 Owner: City of Columbia, South Carolina

### 4.0 LIQUIDATED DAMAGES

4.1 The Contractor recognizes that the Owner will suffer financial loss if the Work is not completed within either time of Initial Completion, Substantial Completion and/or Final Completion. The Contractor also recognizes the delay, expense, and difficulty to both parties involved of proving or contesting the amount of those losses. Instead of requiring proof of those losses, it is agreed that the Contractor shall be liable for and pay the following amounts to the Owner under Owner's damages as liquidated damages and not as a penalty.

#### Completion Milestone Date

Liquidated Damages (per day)	
Date of Substantial Completion	\$250.00
Date of Final Completion	\$250.00

4.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Initial Completion, Substantial Completion, and the date of Final Completion, either date being independent of the other.

### 5.0 COMPLIANCE STATEMENT

5.1 A compliance statement is not required for this bid proposal.

### 6.0 "SECTION 6 NOT INCLUDED"

### 7.0 "OR EQUAL"

7.1 Any item which the bidder desires to substitute as an "or-equal" in preparing his bid shall be presented in writing to the Engineer, at least fifteen (15) days prior to the bid opening. All submittals shall be in accordance with the Section 15.28 of the General Specifications.

## 8.0 WEATHER CONDITIONS

8.1 The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration (NOAA) station at the Columbia Metropolitan Airport and determined a Standard Baseline of average climatic range for the project site.

A. Standard Baseline shall be regarded as the normal and anticipatory number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of precipitation in excess of one-tenth inch (0.10") liquid measure. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.

B. Standard Baseline (based upon precipitation in excess of one-tenth inch (0.10") liquid measure) established for this contract is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	8	6	7	5	6	7	8	7	5	4	4	6

8.2 Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:

- A. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.
- B. Temperatures which do not rise above 32 degrees F by 10:00 a.m.
- C. Temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any is specified.
- D. Sustained wind in excess of twenty-five (25) m.p.h.
- E. Standing snow in excess of one inch (1.00").
- F. Any day that the Owner has requested no work to be performed.

8.3 A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor's scheduled work day, including a weekend day or holiday if Contractor has scheduled construction activity that day.

8.4 All weather data used to determine Adverse Weather for the project site during the course of work shall be data from the NOAA station at the Columbia Metropolitan Airport. Therefore, the contractor shall on a monthly basis submit to the Engineer a summary showing the Adverse Weather incurred for the month and the supporting documentation from the NOAA station at the Columbia Metropolitan Airport confirming the Adverse Weather experienced. This shall be reviewed and the schedule adjusted accordingly on a monthly basis.

## 9.0 COORDINATION WITH ADJACENT PROPERTY OWNERS

9.1 Contractor must coordinate all work that is with in close proximity to or anticipated to disrupt adjacent property owners with the City of Columbia and the property owners.

## 10.0 CONTRACTOR LAY DOWN AREA

10.1 Do not use private property for storage purposes without written permission of the property owner or lessee and furnish copies of such documented written permission to the Engineer. Restore all sites to their original condition without additional compensation.

#### 11.0 QUALITY ASSURANCE

11.1 Bids will be accepted only from general contractors having the license classification of “General Contractor – Public Utility”, the sub-classification of “Water and Sewer Lines” (WL), and “Group Limitation #5” in accordance with the South Carolina Code of Laws, Chapter 40 Title 11. Any subcontractors shall be properly licensed.

11.2 The Contractor shall log daily field reports. Field reports shall be submitted weekly to the Construction Inspector. Daily field reports shall contain the following: Project Name and Number, Date and Report Number, Weather Conditions, List of Daily Activities, Subcontractors on site, Inspections performed, tests performed, deliveries received, photograph documentation (as needed), Safety Concerns or issues, and signature and date of Contractor Representative. The Contractor shall submit to the Owner a draft daily field report for review and approval prior to beginning construction activities.

#### 12.0 WORK RESTRICTIONS

12.1 Construction hours shall be Monday through Friday, 7:00 a.m. to 5:00 p.m. except where otherwise approved by the City and the agency having jurisdiction over the roadways. The working hours shown are subject to any requirements which may be imposed by the City and/or the South Carolina Department of Transportation.

12.2 Confine construction operations to the limits of rights-of-way, easements, temporary easements, or right lesser than a fee interest.

12.3 Trenches and asphalt paving operations shall not prevent vehicular access to residential driveways for more than three (3) continuous hours.

12.4 At all times, the emergency vehicles and the public are to have vehicular access to businesses. Access may be partly restricted, but never totally closed.

12.5 Refer to the General Specifications for written notice requirements.

12.6 Access for emergency vehicles shall be maintained at all times.

#### 13.0 LOCATION OF PUBLIC RIGHT-OF-WAY IS APPROXIMATE

13.1 The location of the public right-of-way as shown on the drawings is approximate only and should not be accepted as final or all inclusive. It shall be the Contractor’s responsibility to determine the exact location of the right-of-way, where required.

#### 14.0 WORK WITHIN THE SC DEPARTMENT OF TRANSPORTATION AND RIGHTS-OF-WAY

14.1 Construction is permitted within the rights-of-way of the SC Department of Transportation (SCDOT) in accordance with the awarded encroachment permit and A Policy For Accommodating Utilities On Highway Rights-Of-Way (latest edition). All bidders are required to become familiar with the document and any amendments which are available from the SC Department of Transportation.

14.2 The encroachment permit for any work within SCDOT rights-of-way under this project is included as a special provision in this contract. A copy of the approved encroachment has been attached to this contract or will be supplied to the Contractor prior to construction. A copy of the encroachment permit must be kept at the construction site at all times.

14.3 Certain notices are required in writing before any work can proceed within the SC Department of Transportation's rights-of-way. Upon ample notice by the Contractor, the SC Department of Transportation will make this notification.

14.4 Proper signing before, during, and after construction in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways will be required. In addition, warning signs as related to soft and/or low shoulders and broken pavement may be required by the SC Department of Transportation.

#### 15.0 TEMPORARY GRAVEL SURFACE

15.1 Provide temporary gravel surface for properly assigned accessible routes of travel and driveway turnouts.

#### 16.0 CONSTRUCTION STAKING

16.1 The Contractor shall be responsible for all construction staking. If additional information is need to stake elements of the project, the Contactor shall submit a request for the needed additional information to the Engineer.

#### 17.0 UTILITIES USAGE

17.1 The Contractor shall make his own arrangements for all utilities (e.g., water service connection, temporary electrical services, etc.) required for the work.

17.2 In order to use water from a fire hydrant, the Contractor shall apply for a temporary hydrant meter. The City of Columbia shall waive all fees for such application, for this project. However, the Contractor shall be responsible for all water usage fees.

#### 18.0 INTERRUPTIONS IN WATER SERVICE

18.1 The Contractor shall notify the City and all affected water users of any proposed interruption in service at least three (3) business days prior to the planned interruption. The serving of notice shall be either in-person or by written notice attached to the front door. Placing a written notice in a mailbox is not acceptable.

18.2 The notice shall achieve the following:

1. Explain the purpose for the interruption
2. Provide the start and stop times of the interruption
3. Contractor's (24/7) contact information

18.3 A single interruption shall not exceed four (4) hours in duration. Planned interruptions shall not be scheduled to occur between 5:00 p.m. and 10:00 p.m. and 6:00 a.m. and 10:00 a.m. No interruptions shall be scheduled over a weekend.

18.4 The Contractor shall be responsible for acquiring the names of affected residents and businesses as well as correct mailing addresses.

18.5 Any sensitive customers (schools, hospitals, industry, dialysis patients, hairdressers and commercial properties) affected by the interruption shall be approached and consulted prior to the interruption. The interruption shall be agreed with and scheduled to suit the Owner. It is possible that the work will need to be carried out after normal working hours to accommodate the special needs of some customers.

#### 19.0 AUTHORIZED PERSONNEL TO OPERATE VALVES

19.1 Owner's personnel shall be requested to be on-hand at the site of construction to operate valves. Unless specifically authorized by the City on a valve-by-valve basis, the Contractor is not to turn any valves.

#### 20.0 EXCAVATION AT OR NEAR OVERHEAD UTILITY POLES

20.1 Contractor is to notify the utility company owning the overhead utility pole prior to excavating at or near existing overhead utility poles. Utility companies may charge the Contractor a fee for "holding the pole."

20.2 Contractor is to not cut wires or other devices used to ground equipment on the pole.

20.3 All poles to be relocated shall be relocated prior to construction.

#### 21.0 ADDITIONS, DELETIONS, AND ADJUSTMENT OF FITTINGS

21.1 The Engineer may allow addition, deletion, and adjustment of fittings, in both the horizontal and vertical planes as may be required to adjust the new pipeline to actual discovered field conditions. The Contractor shall secure the Engineer's written approval prior to making any adjustment to fittings.

#### 22.0 WATER LINE SHUTDOWN PROCEDURE

22.1 Planning of shutdown: The Contractor shall advise the City of the location and details of the proposed shutdown and shall agree a time for a trial shutdown under the guidance of the City. The City shall be present during the trial shutdown to witness the trial shutdown. In some cases he may authorize the Contractor to carry out a shutdown without supervision.

22.2 Trial Shutdown: A trial shutdown shall be carried out a minimum of 5 days prior to any planned shutdown. The Contractor must have sufficient staff on site to complete this trial, which should not last longer than 15 minutes. If the trial is anticipated to last longer it must be planned and notified to the residents in the affected area. The Contractor shall operate random fire hydrants situated within and outside the trial shutdown area to confirm the extent of the shutdown area and to demonstrate that the surrounding area is still supplied with water.

Following the completion of the trial shutdown the Contractor must flush all water lines, re-open all valves operated and return the water line(s) to a serviceable condition. It is imperative that all zone valves should be returned to their original position. The Owner is to be present during the trial shutdown.

22.3 Planned Shutdown: The Contractor shall notify all affected properties prior to the planned shutdown and only after obtaining approval for the shutdown. Notification shall be given at least three (3) business days prior to the planned shutdown. The notification shall be delivered to all properties affected, including, but not limited to, giving written notice of the shutdown to schools, hospitals, industry, dialysis patients, hairdressers and commercial properties.

1. Planned shutdowns in industrial and commercial areas may be carried out during the working hours only with the consent of all affected and the City.

Any possible preliminary work (excavation, exposing main, securing site and materials, etc.) should be carried out prior to the shutdown.

The Contractor shall confirm the availability of the materials needed prior to the water supply shutdown.

If, after exposing, the pipe size, configuration or environment proves to be different than the anticipated and such difference is likely to affect the timing and duration of the shutdown, the Contractor shall cancel the shutdown and advise the City.

Prior to the commencement of work, the Contractor shall operate random fire hydrants situated outside the planned shutdown area to confirm that the surrounding areas are not affected.

The Contractor should be available at all times during the shutdown for contact by telephone. And all efforts should be made to ensure that no dirt or debris enters the water line(s).

## 23.0 SALVAGE

23.1 The City reserves the right to retain all existing reusable materials and equipment to be demolished or removed. All other such materials (i.e. removed concrete and asphalt) and/or equipment shall become the property of the Contractor and shall be removed from the site. No material or equipment shall be removed from the site without confirmation by the City. Material and equipment to be retained by the City shall be delivered by the Contractor to a storage area on the site designated by the City.

## 24.0 SEDIMENT AND EROSION CONTROL

24.1 Refer to Section 15.61 of the General Specifications.

## 25.0 DISTRIBUTION OF MATERIALS

25.1 If the Contractor chooses to utilize nearby property for material distribution, the Contractor shall acquire written permission from the property owner(s) and submit to the City of Columbia before any work begins. The Contractor shall also acquire written permission with any property belonging to the City of Columbia.

25.2 The soil removed from the trench shall be loaded into a construction vehicle. Suitable backfill material taken from the trench or transported from another site shall remain in the construction vehicle until the backfill can be placed directly into the trench. In distributing materials at the work site, each item shall be unloaded opposite its installation site. At locations along the trench where this is not possible, the item(s) shall remain at the distribution site or on the construction vehicle until time of installation.

## 26.0 CLEARING AND GRUBBING

26.1 This shall replace Section 16.3.1 in Part 16: Specifications For Water Distribution System, Materials And Construction.

26.2 The Contractor shall do all clearing and grubbing along the line of work; however, the Contractor shall not be allowed to remove or otherwise damage any trees or shrubberies other than those which, in the opinion of the Engineer in conjunction with the Forestry and Beautification Superintendent, are necessary for the protection of the work. All work shall be in accordance with easement agreements between the City and property owners. Easements may be reviewed in the office of the City Engineer. One copy will be furnished to the successful bidder on the bidder's request.

26.3 Clearing and grubbing shall be defined as the work required for the removal and disposal of all vegetation, weeds, trees (living and dead), stumps, roots, logs, brush, shrubs, rubbish, foundations, framework, utility connections not in service, fences, signs, posts, portions of structures not otherwise provided for, and all objectionable material designated necessary by the Engineer to satisfactorily complete the work. The Contractor shall backfill all voids caused by the removal of stumps and obstructions. The backfill shall be suitable material thoroughly compacted to the satisfaction of the Engineer. All discarded materials produced by the clearing and grubbing operation shall be removed from the easement and project site to the satisfaction of the Engineer. The Contractor shall transport all discarded materials to an approved disposal site at no cost to the City.

26.4 The Contractor shall carefully and conservatively trim nearby trees only of those limbs that obstruct the work area. The Contractor shall not cut, damage, or destroy any trees beyond the easement. No additional trees outside the easement shall be removed without the approval of the Engineer. Prior to removing any tree, the tree shall be completely topped in a manner approved by the Engineer. The Contractor shall protect all utilities on public and private properties. All timber shall be sectioned into commercial lengths and stacked adjacent to the right-of-way and/or easement as requested by the property owner. The Contractor shall remove and dispose of branches, foliage, stumps, brush, and all other debris produced from clearing the easement and/or construction site. Any structures and/or utilities damaged during clearing shall be replaced by the Contractor at no cost to the City.

26.5 The Contractor shall complete clearing and grubbing work before beginning any construction activities. All natural terrain, vegetation, and designated objects shall be preserved from injury or defacement. Trees, plant specimens, and selected objects considered valuable by adjacent property owners, aesthetically desirable, and are designated by the Engineer shall not be removed or damaged. Any of the above that are damaged by the Contractor's operations shall be repaired or replaced by the Contractor as directed by the Engineer at no cost to the City or the Contractor shall provide compensation in the amount determined by the Engineer.

26.6 Any tree, building, structure, etc. partially encroaching on the easement shall not be removed unless specifically indicated on the plans or directed by the Engineer.

26.7 The Contractor shall be responsible for confining all work to the easement. The work shall be performed in strict accordance with easement agreements and/or permits between the City and property owners. Precautions shall be taken using approved methods to prevent collapses or disturbances beyond the limits of the easement. Those areas disturbed beyond the easement by the Contractor's operations shall be repaired or replaced by the Contractor as directed by the Engineer at no cost to the City.

26.8 Preventative measures shall be implemented to avoid damage to improvements within the easement. Those improvements damaged by the Contractor's operations shall be repaired or replaced by the Contractor as directed by the Engineer at no cost to the City. Any structures or items damaged shall be replaced by the Contractor at no cost to the City.

26.9 The Contractor shall remove the existing fencing to permit construction as indicated on the plans. The existing fencing shall be reset in its original location and to its pre-existing condition. Temporary fencing or other precautions shall be utilized to prevent animals from straying onto other properties.

26.10 The Contractor shall re-cut any brush, weeds, and other designated vegetation immediately before final inspection as instructed by the Engineer.

26.11 The clearing and grubbing and adjacent areas must be re-established to matching grade and cross-section and properly stabilized. Erosion and sediment control measures must remain in position until stabilization is achieved to the satisfaction of the Engineer.

26.12 The Contractor shall maintain proper barricades and personnel to keep the public and utilities safe during construction operations.

26.13 There shall be no direct payment for this work unless otherwise specified in the bid items. All costs associated with this work including, but not limited to, labor, materials, equipment, machinery, etc. incidental to complete all work shall be included in other bid items.

## 27.0 TREES, SHRUBBERIES, AND LAWNS

27.1 The Contractor shall not be allowed to remove or otherwise damage any trees or shrubberies other than those which, in the opinion of the Engineer in conjunction with the Forestry and Beautification Superintendent, are necessary for the protection of the work. All

work shall be in accordance with easement agreements between the City and property owners. Easements may be reviewed in the office of the City Engineer. One copy will be furnished to the successful bidder on the bidder's request.

27.2 The Contractor shall be advised to review the existing landscape, become familiar with the existing conditions, and make preparations to adequately safeguard himself and the Owner from liability. The City permits property owners to extend their terraces, lawns, shrubbery, and various plantings into the right-of-way. All shrubs and tree limbs where appropriate shall be temporarily tied back to minimize damage. Ornamental shrubs and tree limbs along the trench shall not be disturbed. Of those ornamental shrubs and trees requiring temporary removal, the Contractor shall preserve the health of the shrubs and trees until project completion. The Contractor shall maintain, remove, and replace any trees and ornamental shrubs affected by construction activities and shall perform all work at a frequency that guarantees their survival. This work shall be performed to the satisfaction of the Engineer at no cost to the City.

27.3 Damaged limbs shall be carefully and conservatively trimmed to preserve the appearance of the tree and safeguard the overall health of the tree. Damaged tree trunks shall be treated with a tree dressing. Any deciduous trees or ornamental shrubs damaged beyond restoration shall be removed and replaced with the same variety at no cost to the City.

27.4 Where trenches cross private property, right-of-ways, and easements through established lawns, sod shall be neatly cut, removed, carefully stored, regularly watered, and maintained in good condition until restored by the Contractor. All topsoil shall be removed to full depth and stock piled separately from excavated materials. All disturbed grass areas must be replaced with same type of sod. Seeding these areas shall not be permitted. The Contractor shall be required to perform all maintenance necessary to preserve sodded areas and plants in satisfactory condition. This shall include, but not be limited to, trimming, mowing, repairing erosion, and replacing plants. This shall also include, but not be limited to, all work essential to stabilize sod areas such as applying topsoil, fertilizer, sod, and mulch.

27.5 The Contractor shall locate and protect private underground irrigation systems. The Contractor shall be responsible for damages caused by construction activities, repairs, and/or replacement of the damaged sections.

27.6 No trees other than those specified on the plans shall be removed. The Contractor shall make advanced preparations to work around all other trees without damaging or destroying any part of the trees including, but not limited to, roots, trunks, limbs, etc. The Contractor shall become familiar with the each tree's characteristics including, but not limited to, root systems, etc. via contacting a certified arborist knowledgeable of the specific tree species on or near the construction site and its perimeter. The Contractor shall ensure the viability of the remaining trees during construction and after construction.

27.7 There shall be no direct payment for this work unless otherwise specified in the bid items. All costs associated with this work including, but not limited to, labor, materials, equipment, machinery, etc. incidental to complete all work shall be included in other bid items. Any structures or items damaged shall be replaced by the Contractor at no cost to the City.

## 28.0 MATERIAL TESTING

28.1 The City of Columbia will provide the geotechnical consultant for material testing as required in the Contract Documents and in accordance with South Carolina Department of Transportation Standard Specifications for Highway Construction, latest edition, with supplemental specifications. The Contractor is responsible for all scheduling and coordination with the material testing firm. Contact information will be provided at the pre-construction meeting.

## 29.0 TRENCH EXCAVATION

29.1 In addition to Section 16.3.2 of Part 16: Specifications For Water Distribution System, Materials And Construction, add the following:

29.2 If unsuitable backfill material is encountered during trench excavation, the Contractor shall notify the Engineer.

29.3 Special bedding and backfilling conditions may apply depending upon actual conditions encountered at time of construction as recommended by the City's geo-technical consultant. Contractor shall notify the Engineer prior to beginning any excavation.

## 30.0 UNSUITABLE BACKFILL MATERIAL

30.1 In addition to Section 16.3.3 of Part 16: Specifications For Water Distribution System, Materials And Construction, add the following:

30.2 Unsuitable Backfill Material includes, but is not limited to, the following materials:

- a) Soils not classified as suitable backfill material, as defined in Regulation Part 15: General Specifications.
- b) Individual stones or concrete chunks larger than 6 inches and averaging more than one per each cubic foot of soil.
- c) Frozen materials.
- d) Foreign materials.
- e) Stumps, logs, branches, and brush.
- f) Trash, metal, or construction waste.
- g) Soil in clumps or clods larger than 6 inches, and without sufficient fine materials to fill voids during placement.
- h) Environmentally contaminated soils.

30.3 The removal of unsuitable backfill material and replacement with acceptable soil material and proper compaction shall be in accordance with the Specification.

## 31.0 SUITABLE SOILS FOR BACKFILL MATERIAL

31.1 In addition to Section 16.3.3 of Part 16: Specifications For Water Distribution System, Materials And Construction.

31.2 The Contractor shall submit soil samples for testing where there are observed changes in soil conditions including, but not limited to, color and texture. The frequency of density testing shall be increased to closely monitor compaction in areas where there are noted changes in the soil's condition. Each time a change in soil condition is noted, a density test shall be required and samples shall be taken to a depth equal to the minimum cover over the pipe unless otherwise specified by the Engineer. When the soil remains uniform during placement and compaction, samples shall be taken to a depth equal to the minimum cover over the pipe at 50-foot intervals unless otherwise specified by the Engineer. These samples shall be submitted promptly so that poor material can be removed and replaced during backfilling. The survey station number and depth shall be recorded.

31.3 The soil must maintain uniformly distributed moisture at the optimum moisture content for the specific location during compaction. Control of proper placement in the trench, compaction efforts, and moisture content is required to achieve the target density.

31.4 All construction shall be performed by methods that promote drainage without erosion. The Contractor shall properly maintain shoulders and slopes throughout construction operations.

#### 32.0 RESTRAINED JOINT DUCTILE IRON PIPE AND FITTINGS

32.1 Restrained joint pipe will be indicated on the drawings. Restrained joint ductile iron pipe shall be mechanical joint ductile iron pipe and all fittings shall be ductile iron and restrained as shown on the plans. The location and length of restraints will be clearly marked on the drawings at all points where the direction or cross-sectional area of the pipe changes as well as at all bends, reducers, offsets, tees, wyes, dead ends, and valves.

32.2 Restrained joints shall be in accordance with the Ductile Iron Research Association (DIPRA), "Thrust Restraint Design for Ductile Iron Pipe".

32.3 Provide for use with mechanical joint pipe and fittings.

32.4 All fire hydrant assemblies shall be constructed with mechanical joint ductile iron pipe. All fittings shall be constructed with mechanical joint ductile iron pipe.

#### 33.0 FIRE HYDRANT

33.1 All fire hydrant leads and connections shall be mechanical joint ductile iron pipe.

#### 34.0 WATER VALVES

34.1 All water valves shall be installed with valve boxes with the hydrant operating nut aligned in the center of the valve box.

#### 35.0 SERVICE SADDLES (1" to 2") ON DUCTILE IRON PIPE

35.1 Service saddles will have a ductile iron body with AWWA/CC tapered thread outlet and zinc plated or electro-galvanized double steel U-bolts. Ductile iron bodies are to be fusion bonded epoxy or nylon coated. Accepted manufacturers and model are:

Romac: Model #202NU (U-Bolt)

Ford Meter Box Co.: Model #F202-xxx-xxx-E Style (U-Bolt)

Mueller Co.: Model #DR2A (U-Bolt)

Smith-Blair: Model #313

### 36.0 METER BOXES

36.1 Meter boxes will be included in the unit bid price for all water services, short and long, regardless of the length and size of the service.

### 37.0 ABANDON EXISTING WATER MAIN (CUT AND CAP)

37.1 Abandon existing water main by installing restrained joint plugs as shown on the plans. Work shall include but not be limited to assisting the City with the isolation of main to be abandoned, excavate area where plugs are to be installed, cut and install plug, restore area as required by City and SCDOT. All costs for this item should be included in the Abandon Existing Water Main (Cut and Cap) line item. No additional payment will be made for the completion of this work. Existing water mains 6" and larger shall be completely filled with flowable fill. All costs for this item should be included in the Flowable Fill (Abandonment) line item.

### 38.0 TESTING AND DISINFECTION

38.1 This shall replace Section 16.4.1 of Part 16: Specifications For Water Distribution System, Materials And Construction.

38.2 All pipe, fittings, valves, and fire hydrants shall be thoroughly cleaned before being placed in the line. Before any section of line is placed into operation, the section shall be disinfected.

Three-fourths (3/4) inch outlets shall be provided as required to ensure adequate sampling of water for disinfection tests. Water sampling sites shall be located a minimum of every 1,200 linear feet. The number of water sampling sites depends on the length of new construction. The sample sites must include all dead-end lines. The water sample must be representative of the water in the newly constructed water mains and must be comparable to the free chlorine levels in the area.

38.3 Two water samples from the newly constructed water mains must be collected and tested by the City of Columbia Water Plant Laboratory.

38.4 Until the newly constructed water mains receive approval from the City of Columbia Water Plant Laboratory, the Contractor shall continue disinfecting the newly constructed water mains in accordance with AWWA C651 or revisions thereof.

38.5 The approved tests are valid for only thirty (30) days and shall be released to the Engineer of Record upon the completion of construction. Re-testing may be required to obtain final record drawing approval. The Developer/Contractor shall be responsible retaining a state-approved private lab to conduct all such re-tests and bear all associated expenses.

### 39.0 LEAKAGE TESTING FOR DUCTILE IRON PIPE AND PVC PIPE

39.1 This shall replace Section 16.4.2 of Part 16: Specifications For Water Distribution System, Materials And Construction.

39.2 A leakage test shall be implemented as per AWWA Standard C600, latest edition. The Contractor shall be required to test each section of water main between valves at a pressure of 150 pounds per square inch (psi) or 1.5 times the standard operating pressure, whichever is greater, unless otherwise specified by the Engineer. All tests shall be performed at a minimum of 150 (one hundred and fifty) psi. The applicable test pressure shall be maintained within the tolerance specified as per AWWA Standard C600, latest edition. This pressure shall be sustained by adding makeup water which shall be accurately measured by approved methods and shall not exceed the applicable testing allowance as per AWWA Standard C600, latest edition. This pressure shall be maintained for a minimum of two hours and for the duration required for the Engineer to detect leakage and defective material and to determine these locations. All sweating and leaking water mains, services, appurtenances, joints, water main connections, service connections, etc. shall be corrected. The Contractor must make all repairs to the newly constructed water main until it passes the test for allowable leakage. The Contractor shall make all repairs at no cost to the City. The Contractor must prove to the satisfaction of the Engineer that there are no sweating or leaking water mains, services, appurtenances, joints, water main connections, service connections, etc.

39.3 No pipe installation shall be accepted if the quantity of the makeup water is greater than the allowable amount determined by the following formula:

$$L = \frac{SD(P^{1/2})}{148,000}$$

L = testing allowance (makeup water), in gallons per hour

S = Length of pipe tested, in feet

D = nominal diameter of pipe, in inches

P = average test pressure during the hydrostatic test, in pounds per square inch (gauge)

### 40.0 RECORD DRAWING

40.1 Prior to the Contractor's written request of walk-through and/or inspection and submission of final payment request, the Contractor shall furnish to the Engineer two (2) sets of marked-up bold red-lined drawings for Record Drawings showing all modifications from the construction drawings. The Contractor shall include on the drawings the type, size and depth of all utility installations.

40.2 The Record Drawings (red-lined) shall also be marked showing distances to permanent points previously surveyed such as property irons, property corners, power poles, fire hydrants, meter pits, manholes, storm structures (inlets, catch basins, junction boxes, headwalls, etc.), and other unmovable items for every new installation below grade. Building corners are not acceptable unless they coincide with the property corner. The Contractor shall include, attached to the drawing sets, a completed signed and dated certification form certifying that all locations, dimensions and facilities are accurately shown or indicated on the Record Drawings.

40.3 The Contractor shall be responsible for providing a list of the “actual quantities” installed during construction of the following items: fire hydrants, meters per size, blow-offs per size, valves per size and type, pipe lengths per size and type.

40.4 The Contractor shall provide a detailed intersection sketch with at least three (3) dimensions from permanent objects to all valves, hydrants, tees, bends, etc. that are replaced, relocated or added. These sketches are to be completed and submitted to the City of Columbia as the project proceeds. The City of Columbia reserves the right to keep all of the retainage if this activity is not performed satisfactorily. The Contractor shall note on the sketches a certification that all dimensions are accurately shown. The format of the drawing shall be coordinated with City staff. The intersection sketches shall be considered incidental to the construction and will not be paid for separately.

40.5 The Contractor shall use survey grade GPS to locate the following items for water infrastructure: valves, tees, horizontal and vertical bends, hydrants, meters, stub-outs, steel casings, casing vents, blow-offs, and pipe deflections.

40.6 GPS coordinates for the Record Drawings (as-built) shall be survey grade and based on South Carolina State Plane Coordinate System: NAVD 88 Vertical Control and NAD 83 Horizontal Control. The Contractor shall provide the Engineer a digital file of the GPS points including elevations on a CD. The digital file shall be a PNEZD comma delimited text file.

40.7 Record Drawings shall be considered incidental to the construction and will not be paid for separately.

40.8 Final payment may not be made to the Contractor until the “As-Built” drawings fully comply with the Contract Documents and have been delivered to the Engineer.

END OF SECTION

## PROJECT #WM3069

# HOMEWOOD TERRACE (DORIS DRIVE) WATER DISTRIBUTION SYSTEM

<u>BID</u>						
Item No.	Description	City of Columbia Specification Number	Unit	Estimated Quantity	Unit Price	Amount
1	8" DIP Water Main (DIP)	16.2.4	LF	2,180	\$	\$
2	6" DIP Water Main (DIP)	16.2.4	LF	5,010	\$	\$
3	8" DIP Restrained Joint (RJ)	16.2.4	LF	1,100	\$	\$
4	6" DIP Restrained Joint (RJ)	16.2.4	LF	1,250	\$	\$
5	4" DIP Restrained Joint (RJ)	16.2.4	LF	340	\$	\$
6	Dry Bore 8" DIP (RJ)	16.2.4	LF	380	\$	\$
7	Dry Bore 6" DIP (RJ)	16.2.4	LF	430	\$	\$
8	8" Gate Valve with Box	16.2.14	EA	8	\$	\$
9	6" Gate Valve with Box	16.2.14	EA	10	\$	\$
10	4" Gate Valve with Box	16.2.14	EA	2	\$	\$
11	6"x2" Tee	16.2.14	EA	1	\$	\$
12	10"x8" Tapping Sleeve & Gate Valve w/ Box	16.5.5	EA	1	\$	\$

13	Jack & Bore w/ 12" Steel Casing	16.5.5	LF	34	\$	\$	
14	8"x6" Tapping Sleeve & Gate Valve w/ Box	16.5.5	EA	4	\$	\$	
15	2"x2" Tapping Sleeve w/ Gate Valve w/ Square Nut w/ Box	16.5.5	EA	1	\$	\$	
16	8"x6" Reducer	16.5.5	EA	1	\$	\$	
17	8"x4" Reducer	16.2.8	EA	1	\$	\$	
18	8"x8" Tee	16.2.8	EA	2	\$	\$	
19	8"x6" Tee	16.2.8	EA	3	\$	\$	
20	8"x4" Tee	16.2.8	EA	1	\$	\$	
21	8" 45° Bend	16.1.15	EA	20	\$	\$	
22	8" 22½° Bend	16.2.8	EA	9	\$	\$	
23	8" 11¼° Bend	16.2.8	EA	11	\$	\$	
24	6"x2" Reducer	16.2.8	EA	1	\$	\$	
25	6"x6" Tee	16.2.13 & 16.2.9	EA	4	\$	\$	
26	6"x4" Tee	16.2.8	EA	1	\$	\$	
27	6"x2" Tee	16.2.14	EA	1	\$	\$	
28	6" 90° Bend	16.2.8	EA	1	\$	\$	
29	6" 45° Bend	16.2.8	EA	16	\$	\$	
30	6" 22½° Bend	16.2.8	EA	1	\$	\$	
31	6" 11¼° Bend	16.2.8	EA	3	\$	\$	
32	4"x2" Reducer	16.2.8	EA	1	\$	\$	
33	4"x2" Tee	16.2.8	EA	1	\$	\$	

34	4" 45° Bend	16.2.8	EA	2	\$	\$	
35	4" 11¼° Bend	16.2.8	EA	1	\$	\$	
36	2" Polyethylene Tubing (PE3408)	16.2.7	LF	520	\$	\$	
37	2" Gate Valve & Square Nut Box	16.2.14	EA	1	\$	\$	
38	2" 90° Bend	16.2.8	EA	2	\$	\$	
39	2" 11¼° Bend	16.2.8	EA	7	\$	\$	
40	Flowable Fill (Trench Only)	16.2.4	CY	503	\$	\$	
41	Fire Hydrant Assembly	Per Plans	EA	16	\$	\$	
42	Remove Hydrant	16.1.15	EA	7	\$	\$	
43	Post Hydrant Assembly, 2.5"	16.2.8	EA	1	\$	\$	
44	Water Main Abandonment - 6" Dia and Larger: Cut and Cap includes Flowable Fill	16.2.14	EA	11	\$	\$	
45	Water Main Abandonment - Smaller Than 6" Dia: Cut and Cap	16.2.8	EA	2	\$	\$	
46	Renew Service To Meter Vault	16.2.8	EA	1	\$	\$	
47	Water Service (Long)	16.2.10	EA	85	\$	\$	
48	Water Service (Short)	16.2.10	EA	71	\$	\$	
49	2" Mill	Per Plans	SY	678	\$	\$	
50	2" Resurface	Per Plans	SY	678	\$	\$	
51	R&R Concrete Drive	Per Plans	SY	184	\$	\$	

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52	R&R Asphalt Road	Per Plans	SY	849	\$	\$	
53	R&R Asphalt Drive	Per Plans	SY	415	\$	\$	
54	R&R Curb and Gutter (C&G)	Per Plans	LF	90	\$	\$	
55	R&R Fence	Per Plans	LF	20	\$	\$	
56	R&R Concrete Walk	Per Plans	SY	1	\$	\$	
57	Meter Box	Per Plans	EA	39	\$	\$	
58	Blow Off Assembly with Box	20.1	EA	4	\$	\$	
59	Erosion and Sediment Control	20.1	LS	1	\$	\$	
60	Restoration	20.1	AC	2.7	\$	\$	
61	Traffic Control	20.1	LS	1	\$	\$	
			BID TOTAL			\$	

CITY OF COLUMBIA REGULATIONS  
PART 14  
INSTRUCTIONS TO BIDDERS

14.1            RECEIPT AND OPENING OF BIDS

14.1.1            The Mayor and City Council of The City of Columbia, S.C. (herein called the "Owner"), invite bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at 1136 Washington Street 4<sup>th</sup> Floor, Columbia, SC 29201 until **2:00 P.M., December 1, 2016** and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Purchasing Division.

**Bid#035-16-17-TBR Homeward Terrace (Doris Drive) Water Distribution System Improvements (WM3069).**

14.1.2            The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after actual date of the opening thereof.

14.1.3            At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all Addenda). The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to his bid.

14.1.4            SALES TAX AND/OR USE TAX - Bidders shall include in amounts bid payment of State Sales Tax and/or Use Tax on all taxable materials specified to be furnished by the Contractor and incorporated into the work under this contract.

14.2            PREPARATION OF BID

14.2.1            Each bid must be submitted on the prescribed form and shall be accompanied by a properly completed Compliance Statement with regard to Executive Order 11246. All bids must be based on the predetermined wage scale set forth by the U. S. Department of Labor where such wage scales are applicable. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Compliance Statement must be fully completed and executed when submitted. The Contractor shall not remove and submit the PROPOSAL pages separate from the volume of contract documents, but shall submit his proposal bound with the completed volume of documents, including all pages correctly assembled.

- 14.2.2 Each bidder, whether a resident or nonresident of this State and whether a license has been issued to him or not, is required to show evidence of being licensed before his bid for this project is opened or considered by affixing the bidder's South Carolina Contractor's license number on the outside of the sealed bid envelope. If such information is not provided, the bid will not be opened or considered by the owner.
- 14.2.2.1 All bidders must fully comply with S.C.Code Ann Section 40-11-5, et.seq. (CumSup. 1998).
- 14.2.3 Bids which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders may be rejected at the option of the Owner.
- 14.2.4 The correct total amount bid for the complete work is defined as the correct sum total of the amounts bid for the individual items in the Proposal. The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item times the unit bid price. In case of error in the extension of prices, the UNIT PRICE will govern. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
- 14.2.5 Bidders or their authorized agents are expected to examine the site, the maps, drawings, specifications, circulars, schedule and other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error in the bid.
- 14.2.6 If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a bidder from submitting alternative bids when called for. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work.
- 14.2.7 Each bid shall be accompanied by a bid bond using the form contained in the contract (BID BOND pages 25-27) and executed by a bonding company duly authorized and licensed to do business in the State of South Carolina, or by a certified check payable to the order of The City of Columbia, and drawn upon a national bank or a bank and trust company doing business in the State of South Carolina, in an amount equal to five (5) percent of the amount of the bid, as evidence of good faith by the bidder. The deposits of the three lowest bidders will be held until the successful bidder has entered into a contract and furnished

bond, or all bids have been rejected. FAILURE TO USE THE BID BOND FORM CONTAINED IN THE BID PROPOSAL FORMS, WITHOUT MODIFICATION, MAY RESULT IN REJECTION OF THE BID.

14.3 ADDENDA AND INTERPRETATIONS

14.3.1 If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the City Engineer a written request for an interpretation thereof. The persons submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

14.3.2 The estimated quantities contained in the proposal are for the purpose of comparing bids. These quantities are not guaranteed and payment will be made on the basis of the work as actually executed at the unit price in the proposal as accepted.

14.4 MARKING AND MAILING BIDS

14.4.1 Bids, with their guaranties, must be securely sealed in suitable envelopes, addressed and marked on the outside.

14.5 TIME FOR RECEIVING BIDS

14.5.1 Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered.

14.6 WITHDRAWAL OF BIDS - Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

14.7 BIDDERS PRESENT - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.

14.8 TELEGRAPHIC MODIFICATION

14.8.1 Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition and subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, consideration may not be given to the telegraphic modification, unless it is to the best interest of the City.

14.9 QUALIFICATIONS OF BIDDER

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

14.9.2 The Owner reserves the right to reject any bid if the evidence, submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

14.10 BUSINESS LICENSE

14.10.1 Every contractor maintaining an office or offices or place of business in the City of Columbia, who for a fixed price, commission, fee or wage, or other consideration, undertakes to construct or supervise the construction, alteration, or repair of any building or to provide any type of contractual services whatsoever shall pay a license fee as follows on his gross contract business done inside and outside of the City of Columbia:

14.10.1.1 On gross contract business not exceeding \$25,000.....\$60.50

14.10.1.2 On each additional \$1,000 or fraction thereof of gross contract business physically performed within the City of Columbia.....90

14.10.1.3 On each additional \$1,000 or fraction thereof of gross contract business physically performed outside the City of Columbia on which a license fee has not been paid to a city or town.....12

14.10.2 Every contractor who does not maintain an office or place of business in the City of Columbia, but who, for a fixed price, commission, fee or wage, or other consideration undertakes to construct or supervise the construction, alteration, or repair of any building or to provide any type of contractual services whatsoever, shall pay a license fee as follows on his gross business performed within the corporate limits of the City of Columbia:

14.10.2.1 On gross contract business not exceeding \$25,000.....\$90.75

14.10.2.2 On each additional \$1,000 or fraction thereof gross contract business..1.80

14.10.3 The total license fee for the full amount of the contract(s) shall be paid to the City before any part of the contract(s) is executed. The license that is issued will permit the contractor to complete the job(s) for which the original license was issued even though the work is continued after the thirty-first day of December of any year.

14.11 BID SECURITY

14.11.1 Each bid must be accompanied by a certified check or by a bid bond using the form contained in the contract (BID BOND) for an amount equal to at least five (5) percent of the amount of the bid, to guarantee that the successful bidder will, within ten (10) days from the date of the notice of award of contract, enter into a contract with the Owner, and execute to said Owner a performance and payment bond, the said contract and bond to be in the form set forth in the contract, bond and specifications referred to in the Advertisement for Bids. If for any reason whatever, the Bidder withdraws from the competition after opening of the bids, or refuses to execute the required contract and performance and payment bond, if his bid is accepted, the Owner may retain the amount of the certified check, or proceed on the bid bond.

Such checks or bid bonds will be returned to all except the three lowest bidders within one week after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the successful bidder have executed the contract. FAILURE TO USE THE BID BOND FORM CONTAINED IN THE BID PROPOSAL FORMS (BID BOND, WITHOUT MODIFICATION, WILL RESULT IN REJECTION OF THE BID.

14.12 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

14.13 TIME OF COMPLETION AND LIQUIDATED DAMAGES

14.13.1 Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within the number of consecutive calendar days thereafter as indicated on the Bid Form. Bidder must agree to pay as liquidated damages the sum indicated in the Contract Documents for each consecutive day thereafter that the work remains incomplete, as hereinafter provided in General Specifications. Signing of the proposal form signifies such agreement.

14.14 CONDITIONS OF WORK

14.14.1 Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or utility company. All information given on the drawings or in the contract documents relating to subsurface conditions, existing pipes, and other structures is from the best sources at present available to the Owners. All such information is furnished only for the information and convenience of the Contractor. It is agreed and understood that the Owners do not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the drawings or in the contract documents.

14.14.2 The Owner will not furnish any labor, material or supplies unless specifically provided for in the contract.

14.15 SUBSURFACE EXPLORATION

14.15.1 All information available to the Owner, if any, on subsurface conditions will be made available for examination by prospective bidders. However, it is understood and agreed that the Owner shall in no way be held responsible for interpretation of this information, its accuracy or its thoroughness. Prospective

bidders shall make any subsurface explorations they believe necessary to verify and supplement information received from the Owner.

14.16 SPECIFICATIONS AND SCHEDULES

14.16.1 The specifications, special provisions, schedules and drawings which form the basis of any bid will be considered as part thereof and will form a part of the contract. Copies of these papers, together with a copy of Standard Contract Form, including authorized additions or deletions, if any, will be furnished to or made available for the inspection of bidders by the office indicated in the published "Advertisement for Bids."

14.16.2 It is the intent of the plans and specifications that one shall supplement the other, but not necessarily duplicate one another. Any work called for in one and omitted in the other shall be executed as if called for in both in order that the work under the contract be fully completed according to the complete design as determined and decided by the Engineer.

14.16.3 In case of discrepancies in the plans, calculated dimensions shall govern. The plans shall govern where omissions occur in the Specifications as to items of equipment, materials or quantities. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, operation, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to the opening date.

14.17 TIME OF PERFORMANCE

14.17.1 When not otherwise specified, the bidder must state the least number of calendar days (Counting Sundays and Holidays) after date of receipt of "Notice to Proceed" in which he will commence performance, and the number of calendar days after the date of receipt of "Notice to Proceed" in which he will complete the work. In stating time the bidder should make due allowances for difficulties which may be encountered. The bidder shall not be excused because of difficulties, whether of weather or other factors, whether anticipated or not, unless by formal written suspension of the work by the City Engineer.

14.18 SAMPLES

14.18.1 When samples are required, they must be submitted by the Bidder so as to reach the office designated prior to the hour set for opening the bids. Samples shall be furnished free of expense to the Owner, properly marked for identification, and accompanied by a list when there is more than one sample. The Owner reserves the right to mutilate or destroy any sample submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not so

mutilated or destroyed when no longer required to be retained in connection with the award or delivery of supplies, will be returned at the Bidder's expense, if such return is requested in the bid.

14.19 WITHHOLDING FOR NONRESIDENTS

14.19.1 The attention of Contractors is called to Part 2, Act No. 855, ACTS OF THE GENERAL ASSEMBLY OF SOUTH CAROLINA for 1958, entitled "WITHHOLDING FOR NON-RESIDENTS" which provides in part that "Any municipality hiring or contracting or having a contract with any nonresident taxpayer conducting a business of temporary nature carried on within this State, where such contract exceeds ten thousand (\$10,000) dollars or could reasonably be expected to exceed ten thousand (\$10,000) dollars, shall withhold two (2) percent of each and every payment made to such non-residents.

14.19.2 The conditions set forth in subsection A (2) may be waived by the South Carolina Tax Commission, provided the payee shall assure the Tax Commission by bond, secured by an insurance company licensed by the South Carolina Insurance Commission, or deposit of securities subject to approval by the State Treasurer, or cash which shall bear interest, that the Payee will comply with all applicable provisions of the Income Tax Act of 1926, as amended, and with the withholding requirements insofar as his obligations as a withholding agent is concerned." Proof of such coverage shall be filed with the Engineer before work is started.

14.19.3 If the Contractor fails to comply with the requirements of the South Carolina Tax Commission, two percent (2%) of each and every payment made to the Contractor shall be retained by the City to satisfy such requirements.

14.20 SECURITY FOR FAITHFUL PERFORMANCE

14.20.1 Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds in an amount at least equal to one hundred (100) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in General Specifications included herein. The surety bond, must be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of Best Key Rating Guide, Property Liability. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond. Said surety shall be subject to approval by the Owner's attorney.

14.20.2 The Owner reserves the right to accept or reject the qualifications of any bonding company submitted by the Contractor.

14.21 INSURANCE

14.21.1 The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance or this contract, to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this contract.

14.21.1.1 The insurance requirements set forth in these instructions are established to provide assurance that as a minimum the Contractor shall perform the indemnification required by paragraph 31.0 et.seq.

14.21.1.2 All insurance required shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be in excess of insurance provided by the Contractor and shall not contribute to it.

14.21.1.3 Insurance shall be obtained for not less than the limits of liability as specified in these instructions.

14.21.1.4 The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be the same as provided in these instructions for the Contractor.

14.21.1.5 Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits unless minimum thirty (30) days prior written notice is given with the exception of (10) days prior written notice for nonpayment of premiums only, by certified mail, return receipt requested, has been given to the City.

14.21.2 Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract, Workman's Compensation Insurance for all of the employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. The Contractor shall not permit any person who is not protected by Worker's Compensation Insurance or a properly approved self-

insured Worker's Compensation Program to perform any activity related to this contract.

14.21.3 Liability Insurance: The Contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The City of Columbia shall be specifically covered as an insured in all liability policies obtained in compliance with the provisions of this paragraph. The amount of such insurance shall be as follows:

14.21.3.1 Commercial General Liability Insurance: Coverage at least as broad as Insurance Service Office Form CG 00 01 11 85 in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage.

14.21.3.2 Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.

14.21.4 Owner's and Contractor's Protective Liability Insurance: In addition to all other insurance requirements contained in these instructions, the Contractor shall provide a separate policy of Owner's and Contractor's Protective Liability Insurance issued in the name of the City in an amount not less than \$2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability, not less than \$2,000,000.00. Coverage shall be at least as broad as provided in Insurance Service Office Form CG 00 09 11 85.

14.21.4.1 Excess Liability Policy naming the contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$2,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy.)

14.21.5 Builder's Risk Insurance: For the full contract price with the City as an insured and the Contractor as an additional insured.

14.21.6 Flood Insurance: The Contractor is required to carry, during the construction period, flood insurance for projects located in designated flood hazard areas in which the Federal Flood Insurance is available.

14.21.7 Proof of Coverage of Insurance: The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required and such insurance shall be approved by the City prior to commencing work on his contract nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

14.21.8 Scope of Insurance: The insurance required under Items 20.3, 20.4, 20.5, and 20.6 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, as well as the Owner, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him.

14.21.9 Special Hazards: The Contractor's and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: Use of explosives, excavation, shoring and electrical hazards.

14.22 ACCIDENT PREVENTION

14.22.1 Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other 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, to the extent that such provisions are not in contravention of applicable laws.

14.23 POWER OF ATTORNEY

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

14.24 NOTICE OF SPECIAL CONDITIONS

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

14.24.1.1 Inspection and testing of materials.

14.24.1.2 Insurance requirements.

14.24.1.3 Wage rates.

14.24.1.4 Stated allowance.

14.24.1.5 Nondiscrimination in employment.

14.25 LAWS AND REGULATIONS

14.25.1 The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written in full.

14.26 METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER

14.26.1 The contract will be awarded, if it is awarded, to the lowest responsible bidder. Owner will decide which is the lowest responsible bidder, and in determining such bidder, the following elements will be considered for each bidder:

14.26.1.1 Maintains a permanent place of business.

14.26.1.2 Has adequate plant, equipment and personnel to perform the work properly and expeditiously.

14.26.1.3 Has suitable financial status to meet obligation incident to the work.

14.26.1.4 Has appropriate technical experience.

14.26.2 The Owner reserves the right to waive any formalities or to reject any or all bids and to make such awards, as in the opinion of the City, appears to be to the best interest of the City.

14.27 SIGNATURE TO BIDS

14.27.1 Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the names of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature.

A bid by a person who affixed to his signature the word "president", "secretary", "agent", or other designation, without disclosing his principal, may be held to be the bid the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

14.28 BIDS FOR ALL OR PART

14.28.1 Where bids are not qualified by specific limitation, the Owner reserves the right of awarding all or any of the schedules according to its best interest. Unless otherwise required in the specifications, bids for supplies shall be submitted in accordance with the numbered item or items given in the schedule. Alternative bids will not be considered unless called for on proposal forms or in the SPECIAL PROVISIONS.

14.29 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

14.29.1 Immediately after execution and delivery of the contract and before the first partial payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in form satisfactory to the City, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

14.29.1.1 The Contractor shall also furnish: (a) a detailed estimate, giving a complete breakdown of the contract price; and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

14.29.2 Equipment delivery schedule: The Contractor shall also prepare a schedule of anticipated shipping dates for materials and equipment. It is intended that equipment and materials be so scheduled as to arrive at the job site just prior to time for installation to prevent excessive materials on hand for inventory and the necessity for extensive storage facilities at the job site.

14.30 PAYMENT

14.30.1 On or before the fifteenth (15) day of each month, the City will pay to the Contractor ninety (90) percent of the value of the work performed, less aggregate of previous payments, as estimated by the City Engineer, provided the

Contractor submits his estimate on or before the third day of the month. Estimates submitted later will require additional time for processing for payment.

14.30.1.1 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

14.30.1.2 All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all the terms of the contract.

14.30.2 Upon final completion and acceptance by the City of all work covered under this contract, the City will pay to the Contractor the amount remaining to be paid him under the contract. The final pay request must include a materials list.

14.31 SPECIAL NOTICE TO BIDDERS ON CONTRACTS OVER \$1,000,000.00

14.31.1 On EPA funded projects, the Environmental Protection Agency requires a pre-award conference if a proposed construction contract exceeds one million dollars to determine if the prospective contractor is in compliance with the Equal Employment Opportunity requirements of Executive Order 11246 of September 24, 1965.

14.31.2 In such instances, the Environmental Protection Agency may schedule a meeting at which the prospective contractor must specify what affirmative action he has taken or proposes to take to assure equal employment opportunity which must be approved by the Environmental Protection Agency before award of the contract will be authorized.

14.32 INDEMNIFICATION

14.32.1 The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, or taking of property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

14.32.2 In any and all claims against the Owner or Engineer or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

14.32.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

14.32.4 The Contractor agrees to and fully indemnify, defend, hold harmless and reimburse the Owner, the Engineer and their respective agents, employees and successors from and against any and all losses, liabilities, judgments, expenses, costs and all claims for damages of any nature whatsoever:

- relating to or arising out of any action or failure to act; or,
- resulting from a taking of property, real or personal, or by inverse condemnation; or
- relating to or arising out of the performance or failure to perform any of the obligations required by the contract; or,
- resulting from failure to comply with or violation of any local, state or federal regulation

by the Contractor, its subcontractors, officers, agents and employees or for anyone for whose acts any of them may be liable for. Losses, liabilities, expenses and claims for damages shall include, but not limited to, civil and criminal fines and penalties, judgments, loss of use and/or services, bodily injury, injury to or the taking of real or personal property, defense costs and attorney's fees.

14.33 LOCAL BUSINESS ENTERPRISE

14.33.1 The Local Business Enterprise (LBE) preference program shall apply to any City contract procured by competitive sealed bidding or by requests for proposals which is not procured pursuant to State or federal guidelines that prohibit or restrict local preferences of this kind. All bidders should thoroughly familiarize themselves with the City of Columbia Local Business Enterprise preference program and ensure that their bid(s) are in full compliance with any and all applicable provisions included therein.

**BID BOND**

The undersigned proposes and agrees to begin the work on a date to be specified in a written order of the Owner and to complete the amount of work herein contemplated within **Two Hundred Seventy (270)** consecutive calendar days from the said date of commencement.

The bidder hereby agrees to enter into a contract to begin and complete said work according to plans, specifications and all the terms and conditions of the advertisement, instructions to bidder, and of the proposal, and within ten (10) days from the date of acceptance of this proposal, will furnish bonds and insurance.

Attached hereto is a bid bond **or** certified check for the sum of **5%** \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars payable to The City of Columbia, which check shall be held by the City (1) until the successful bidder shall have executed, as required, the contract and bond, and (2) in the event that the contract is awarded to the undersigned and he shall fail to execute, as required, the contract and bond, then the said check shall be retained as and for liquidated damages for such failures, otherwise the said check shall be returned to the undersigned.

The undersigned hereby agrees that the City has the right to reject any or all bids and the undersigned shall not dispute the quantities used in preparing the bids.

Respectfully submitted,

SEAL  
(if bid is by a Corporation)

\_\_\_\_\_  
Signature of Person, Firm or Corporation  
Making Bid

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

SC Contractor's License No.: \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto The City of Columbia, South Carolina, as owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, personal representatives, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF COLUMBIA certain bid, attached hereto and hereby made a part to enter into a contract in writing, for the **Bid#035-16-17-TBR Homeward Terrace (Doris Drive) Water Distribution System Improvements**.

NOW, THEREFORE:

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

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

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

\_\_\_\_\_  
Attest Principal

\_\_\_\_\_  
Attest Surety

SEAL By: \_\_\_\_\_

Countersigned

By \_\_\_\_\_

Attorney-in-Fact

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the principal was then the \_\_\_\_\_ of the said corporation and duly authorized to sign on the said corporation's behalf; that I know the signatory's signature and the signatory's signature on the within bond is genuine; and, that the said bond was duly signed, sealed and attested to, for and on behalf of the said corporation.

\_\_\_\_\_(Corporate Seal)

By: \_\_\_\_\_  
Its: Secretary

(Power-of-attorney for person signing for surety company must be attached to bond.)

**Performance and Payment Bond**

KNOW ALL MEN BY THESE PRESENTS that we

(1) \_\_\_\_\_, a (2) \_\_\_\_\_

hereinafter called Principal, and (3) \_\_\_\_\_,

State of \_\_\_\_\_, hereinafter called Surety, are held and firmly bound unto the (4) The City of Columbia, South Carolina, hereinafter called Owner, in the penal

sum of \_\_\_\_\_ **(\$000,000.00)**

Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is hereto attached and made a part hereof for supplying certain

**Bid#035-16-17-TBR Homeward Terrace (Doris Drive ) Water Distribution System Improvements.**

Now, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good default, and shall promptly make payment to all person, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, thence this obligation shall be void; otherwise, to remain in full force and effect.

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

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

IN WITNESS WHEREOF this instrument is executed in **four (4)** counterparts each one of which shall be deemed an original this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Principal Secretary

\_\_\_\_\_  
Principal

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

ATTEST:

\_\_\_\_\_  
Surety Secretary

\_\_\_\_\_  
Surety

(SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
South Carolina Registered Agent

1. Name of Contractor
2. Corporation, Partnership, Individual
3. Name of Surety
4. Name of Owner
5. If partnership, all partners should execute Bond

(Attach Power of Attorney where applicable)

**NOTE: DATE OF BOND MUST BE PRIOR TO DATE OF CONTRACT**

EQUAL EMPLOYMENT OPPORTUNITY

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin. As used herein, the words "shall not discriminate" shall mean and include, without limitation, recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training including apprenticeship; promoted; upgraded; demoted; downgraded; transferred, laid-off; and terminated.
2. The Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
3. The Contractor shall send to each labor union or representative of the workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Program of the Owner and under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor and his subcontractors shall file compliance reports at reasonable times and intervals with the Owner in the form and to the extent prescribed by the Owner. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and their subcontractors.

B. The Owner is committed to ensuring full and equitable participation by subcontracting businesses in provision of goods and services on a contractual basis. Bidders shall be fully informed of the Subcontracting Outreach Program as set forth in the contract documents. The program requires bidders to make subcontracting opportunities available to a broad base of qualified subcontractors and to meet or exceed the mandatory level of subcontracting participation. The Owner supports a healthy, free market system that seeks to include responsible businesses and provide maximum opportunities for business growth and development.



IMMIGRATION REFORM BILL  
STATEMENT OF EMPLOYMENT VERIFICATION ELIGIBILITY  
BY GENERAL CONTRACTORS

Under the South Carolina General Assembly Immigration Reform Bill, state law requires all public employers to take steps to ensure their General Contractors comply with the law's employment verification requirements.

To meet the law's obligations, the City of Columbia is requiring that all General Contractors

- (1) comply with the verification requirements of the Immigration Reform Bill and
- (2) provide to the City of Columbia documentation needed to establish compliance or that the law does not apply to the Contractors ( and any subcontractors or sub-subcontractors).

DATE: \_\_\_\_\_

**PROJECT: 035-16-17-TBR Homeward Terrace (Doris Drive) Water Distribution System Improvements.**

CONTRACTOR: \_\_\_\_\_  
( **Company Name** )

Will comply with employment verification requirements under the South Carolina General Assembly Immigration Reform Bill as referenced above.

\_\_\_\_\_  
( Signature )

\_\_\_\_\_  
( Title )

C. The Contractor shall identify all subcontractors and vendors, including Disadvantaged Business Enterprises, Disabled Veteran Business Enterprises and Other Business Enterprises, to be used on this project on the sheet provided as part of the bid proposal. The Contractor shall require all subcontractors and vendors to keep their bids confidential. The Contractor shall, in performance of the Contract, only use those subcontractors and vendors upon which the Contractor's bid was based. Subcontractor and vendor substitutions shall only be made upon the Owner's approval. The Contractor shall enter into contracts with those subcontractors and vendors, in the same dollar amount upon which the Contractor's bid was based, prior to award of the Contract. Such contracts shall be contingent upon award of the Contract by the Owner and the Owner's Notice to Proceed to the Contractor. Further, such contracts shall constitute a Condition Precedent to the Owner's obligation to pay for any work performed under the Contract for Construction. Each pay request shall identify the dollar amount that will be paid to each subcontractor and vendor for work performed and materials/products furnished under the Contract. The Contractor shall provide the name of each subcontractor and vendor and a description of the work performed and materials/products furnished by each subcontractor and vendor and the dollar amount to be paid to each subcontractor and vendor.



**NONCOLLUSION AFFIDAVIT**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and

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

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

**Subscribed and sworn to before me**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_



**City of Columbia**  
**Qualification Statement**  
**Local Business Enterprise (LBE)**  
**(DEPARTMENT OF UTILITIES & ENGINEERING)**

Revised 10.15.14

By checking all boxes below, I certify that **My Company** meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications *will* be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Yes, my company:

- Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Newberry CSA. Company owner **must** provide document verification of local residency. (Copy of driver's License, utility bill, most current individual or corporate state and/or federal tax return).
- Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses).
- Has a business license in one of the 7 counties making up the CSA jurisdiction.
- Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 7 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).

*7 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland and Saluda.*

- Has at least 50% of employees residing within any of the 7 CSA jurisdictions. Applicant must attach a list of all owner/employee addresses and submit with this Qualification Statement - - *Names are optional, give street address, city, state & zip. (This rule applies to full-time, part-time and contract employees.)*

**Note: Term of certification:** Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Type of Products or Services:** \_\_\_\_\_

Please self-identify ownership as one: Minority\_\_\_ Women-owned \_\_\_ Other\_\_\_ (tracking purposes only)

**Current Business License Number:** \_\_\_\_\_ **County?** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **COC Vendor #** \_\_\_\_\_

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions.

**Owner's Name:** \_\_\_\_\_ (Print) \_\_\_\_\_ (Signature)

**NOTARY - Sworn to before me this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Notary Public for the State of** \_\_\_\_\_ **My Commission Expires:** \_\_\_\_\_

**Notary Name:** \_\_\_\_\_ (Print) \_\_\_\_\_ (Signature)

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Please submit this **ORIGINAL** document to:

Department of Utilities and Engineering  
Attn: LBE Administrator / Team  
PO Box 147 / 1136 Washington Street, 5<sup>th</sup> Floor  
Columbia, SC 29217

Tel: (803) 545 3369  
Fax: (803) 545-4130  
Email: [agdriggers@columbiasc.net](mailto:agdriggers@columbiasc.net)

Qualified /  Not Qualified: \_\_\_\_\_ **Date:** \_\_\_\_\_

(Compliance Authorized Signature)

**CITY OF COLUMBIA HOLIDAY SCHEDULE**



**The following is the Holiday schedule for calendar year 2016**

<b>Holiday- 2016</b>	<b>*Official &amp; Designed Day-Date- 2016</b>
New Year's Day	Friday—January 1, 2016
Martin Luther King, Jr. Day	Monday—January 18, 2016
Friday before Easter	Friday—March 25, 2016
Memorial Day	Monday—May 30, 2016
Independence Day	Monday—July 4, 2016
Labor Day	Monday—September 5, 2016
Thanksgiving Day	Thursday—November 24, 2016
Day after Thanksgiving Day	Friday—November 25, 2016
Day in conjunction with Christmas	Friday—December 23, 2016
Christmas Day	Monday—December 26, 2016

**AFFIRMATIVE ACTION PROCUREMENT AND CONTRACTING GOALS**

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City’s affirmative action goals and objectives may be obtained by contacting the following office:

City of Columbia Office of Business Opportunities  
1225 Lady Street, Suite 102  
Columbia, SC 29201  
(803) 545-3950  
[www.columbiasc.net/OBO](http://www.columbiasc.net/OBO)

The City’s success in tracking the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or subcontractor) is dependent upon the business community partnering with us in this important endeavor.

Each firm submitting a bid, offeror or RFQ shall ensure their proposed submittal identifies the percentage of subcontracting anticipated for this effort. Please complete the Small Business Form included in your bid packet and sign to certify if your business is a SMWBE and the anticipated percentage of work that you intend to subcontract to assist the City with its DBE goals.

**SUBCONTRACTING GOALS**

As a result of this contract/agreement, the subcontracting goals are as follows:

SB Goals \_\_\_\_\_ %  
MBE \_\_\_\_\_ %  
WBE \_\_\_\_\_ %  
LSA \_\_\_\_\_ %

The contractor will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

**AFFIRMATIVE ACTION UTILIZATION GOALS  
INCLUDING LABOR SURPLUS UTILIZATION PLAN**

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE       MBE       WBE       Other \_\_\_\_\_

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE Participation Percentage** to be subcontracted \_\_\_\_\_%

Total **MBE Participation Percentage** to be subcontracted \_\_\_\_\_%

Total **WBE Participation Percentage** to be subcontracted \_\_\_\_\_%

Total **Other DBE Participation Percentage** to be subcontracted \_\_\_\_\_%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

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**LABOR SURPLUS UTILIZATION PLAN**

**In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas.** A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. **If your business is located in a labor surplus area, please check here:**

**Define the LSA here** \_\_\_\_\_

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

**By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**Business Name**

**CONTRACTOR’S RECORD DRAWINGS CHECKLIST**

**Project: # BID035-16-17-TBR Homeward Terrace (Doris Drive) Water Distribution System Improvements**

**Project Name & Location** \_\_\_\_\_ **Date** \_\_\_\_\_

**Engineer Name & E-mail Address** \_\_\_\_\_

**Inspector** \_\_\_\_\_ **City File #** \_\_\_\_\_

**Please submit (2) sets of “red-lined” as-built plans on 24 X 36 sheets. The following typical information (but not limited to) should be included:**

YES	NO	INFORMATION
		Signed certifications (See below). Infiltration certification for Sanitary Sewers can be included on as-built drawings or submitted in letter form.
		For Field Changes: Stations and distances on plan sheets must match the coordinating station numbers on profile sheets; dimensions to the nearest tenth of a foot.
		Water and Force Main: Identify all bends, show material, sizes, and lengths and provide two dimensions from two permanent points.
		Sanitary Sewer/Storm Drain: Material, size and slope between MH/structures and lengths of lines. Profiles including separations for all other utilities meeting Ten State Standards.
		Location Data: (2) locations are required for the point of beginning and the end of all new lines, on valves, bends, reducers, meter boxes, blow offs, cleanouts, manholes and catch basins; referenced to permanent/stable physical features such as property corners, fire hydrants, manhole covers, etc.
		For Field Changes: Topography shown by labeled contours at vertical intervals of 1 foot depicting finished grades.

**INFILTRATION CERTIFICATION**

**“I hereby certify that the infiltration/exfiltration does not exceed 200 gallons per day per inch of pipe diameter per mile of sewer pipe including manholes for any section of \_\_\_\_\_ the \_\_\_\_\_ system.”**

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Contractor's Name

Company

**CONTRACTOR'S CERTIFICATION**

**“I hereby certify that the streets, storm drainage system, sanitary sewer system and water system for Project \_\_\_\_\_ as shown on the as-built drawings dated \_\_\_\_\_ prepared by \_\_\_\_\_ have been constructed in accordance with the contract documents, plans, specifications, addendum and all associated documents. Any changes thereto are shown as 'red-lined' on the as-built drawings and returned to the City Project Representative.”**

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Contractor's Name

Company

**CITY OF COLUMBIA, SC**

**BID PROPOSAL FORM \_\_\_\_\_ , ATTACHMENT \_\_\_\_\_  
IFB NO. \_\_\_\_\_**

**Project: # BID035-16-17-TBR Homeward Terrace (Doris Drive) Water Distribution System Improvements**

**Bid Proposal / Mentor-Protégé Agreement**

The above-referenced Invitation For Bid has been reserved for bidding by approved Mentor-Protégé Teams only. As part of the compliance with the requirements of the City of Columbia Mentor-Protégé Program Guidelines, this Bid Proposal / Mentor-Protégé Agreement is a material representation by the parties for bidding purposes. This Agreement identifies the members of the bidder's Mentor-Protégé Team that will be performing on this contract, and this Agreement shall be incorporated into the contract documents in the event this Mentor-Protégé Team is awarded a contract pursuant to the bid submitted in response to the above-reference IFB.

The Mentor and the Protégé have reached an agreement regarding the scope of work that shall be performed by each party in performance of this contract, the related costs associated with each such scope of work, and the nature of the contractual relationship that shall exist between the Mentor firm and the Protégé firm for purposes of the performance of this contract. Both parties have participated in the preparation of the bid proposal.

It is understood and agreed that for purposes of this bid and any subsequent contract award, no substitutions for either member of this Mentor-Protégé Team shall be made without good cause and without the express written prior approval of the Office of Business Opportunities. As a condition of contract award, the parties shall submit to the Office of Business Opportunities a copy the Implementation Plan between the parties regarding respective scopes of work to be performed and a Compensation Plan for this project. **Failure to submit this Plan in good faith shall result in the rejection of the bid as non-responsible and / or non-responsive.**

\_\_\_\_\_  
Mentor's Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Protégé's Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Responsible Party

## Jobs Retention/Creation

Project Name: \_\_\_\_\_ Pay Application #: \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Period	Pay App. #1 Pay Period	Pay App. #2 Pay Period	Pay App. #3 Pay Period	Pay App. #4 Pay Period
Full Time Schedule				
Full Time Employee #1				
Full Time Employee #2				
Full Time Employee 1/2				
Temporary Employee				
Total Hours Worked				
<b>FTE per Period</b>				

**Narrative of Jobs Created or Retained:**

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