

Submit Responses Online using the City of Columbia's Bid Online Phone Number: (803)545-3470	CITY OF COLUMBIA INVITATION FOR BID BIDDER ACKNOWLEDGEMENT
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Date: November 18, 2016	Bids will be opened at 2:00 P.M. on 12/7/16 and may not be withdrawn within 60 days after such date and time.	Bid No: 037-16-17-TBR
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Bid Title: Asphalt Replacement at the Intersection of Two Notch Road and Rabon Road	Reason For No Bid:
Vendor Name:	
Vendor Mailing Address:	
City-State-Zip:	
Telephone No:	
Fax No:	

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.	<hr style="border: none; border-top: 1px solid black;"/> AUTHORIZED SIGNATURE (MANUAL) <hr style="border: none; border-top: 1px solid black;"/> AUTHORIZED SIGNATURE/TITLE (TYPED) <hr style="border: none; border-top: 1px solid black;"/> E-MAIL ADDRESS
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General Conditions

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.

1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.
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.
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.
4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.
 - 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.
 - 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.
 - C. Condition & 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.
 - 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.
 - E. Invoicing & 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.
5. MANUFACTURER'S NAME & 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.

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

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

Table of Contents

Invitation for Bid Page	5
Special Provisions	7
Cost Table	9
Part 14 “Instruction to Bidders”	11
Bid Bonds	26
Performance Bond	29
Equal Employment Opportunity	31
Immigration and Reform Bill	32
Business Information Record	34
Non-Collusion Affidavit	35
Local Business Enterprise Statement	36
City of Columbia Holiday Calendar	37
Affirmative Action Procurement and Contracting Goals	38
Affirmative Action Utilization Goals	39
Labor Surplus Utilization Plans	40

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 4TH 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 **Asphalt Replacement at the Intersection of Two Notch Road and Rabon Road** 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 7, 2016 then publicly opened and read. The commodities and/or services must be furnished as described and specified.

Bid No. 037-16-17-TBR

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

**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 29, 2016 at 2:00 PM in the 7th 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 18, 2016
Pre-Bid Meeting	November 29, 2016 at 2:00 PM
Last Day for Questions	December 2, 2016 at 12:00 PM
Invitation to Bid Opening	December 7, 2016, 2016 at 2:00 PM
Intent to Award	December 7, 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, 26-30, 32, 34-36 and 38-40 of bid package before bid opening. If delivered package must clearly be marked BID#037-16-17-TBR Asphalt Replacement at the Intersection of Two Notch Road and Rabon Road.**
- 2. All questions must be submitted to Bid Online by December 2, 2016 at 12:00 P.M.**
- 3. All bids (pricing) must be submitted online.**

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:

This project is located at the corner of Two Notch Road and Rabon Road.

CIP PROJECT# WM438S

ASPHALT REPLACEMENT AT THE INTERSECTION OF TWO NOTCH ROAD AND
RABON ROAD

SPECIAL PROVISIONS

GENERAL

In case of conflict between Special Provisions and General Specifications, the Special Provisions will prevail.

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.

The Contractor shall confine workers to the areas of construction.

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

Flood insurance is not required for this project.

INSURANCE AND COMPLIANCE STATEMENT

Builders' Risk and Flood Insurance are not required for this project. Insurance Compliance Statement is not required for this project.

LOCAL BUSINESS ENTERPRISE PROGRAM

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.

PROJECT SCOPE

Work covered by these contract documents consists of removal of asphalt pavement and subgrade, repairing subgrade, resurfacing roadway remove and replacing sidewalk and curb and gutter and installing thermoplastic pavement markings to match existing.

Work called for by these specifications consists of furnishing all labor, equipment, materials and appurtenances required to perform all operations in connection with the following:

- Removal of asphalt and subgrade.
- Repairing subgrade and resurfacing roadway.
- Removing and replacing sidewalk, curb and gutter to include handicapped ramps, catch basin and concrete drives. Existing catch basin top is ok; the throat will need to be repoured.
- Installing thermoplastic striping to match existing.

SPECIAL INSTRUCTION TO BIDDERS: AWARD OF BID

This project will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project at its discretion.

SCDOT REQUIREMENTS

- 1) Upon the excavation of 3 feet of the subgrade, the subgrade will need to be inspected by SCOOT at that point to determine if additional subgrade will need to be removed.
- 2) The subgrade will need to be replaced to a depth of 3' with either flowable fill or select backfill. If select backfill is used it must be placed according to current SCOOT Standards and Specifications and the area must pass a proof roll prior to paving.
- 3) The minimum pavement section shall be replaced with 3" asphalt base type A, 2" asphalt base type B, and 2" asphalt surface type B. If the existing pavement section is greater than 7" it will need to be matched.
- 4) A pre-construction meeting will be required prior to the start of work.

**PROJECT: Bid#
TWO NOTCH ROAD AND RABON ROAD ASPHALT REPAIR (WM4385)**

BID PROPOSAL

DO NOT CHANGE ANY ITEM DESCRIPTION ON THESE SHEETS UNLESS YOU ARE DIRECTED TO BY ADDENDUM. IN THE EVENT THE CONTRACTOR MAKES ANY CHANGES, THE BID WILL NOT BE READ PUBLICLY AND THE PROPOSAL WILL BE REJECTED AND NOT CONSIDERED.

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Remove Asphalt Pavement (4" Thick) and subgrade to a depth of 3' for new pavement	750	CY		
2	Replace Asphalt Pavement with 3" Asphalt Base type A, 2" Asphalt Base type B, and 2" Asphalt Surface type B to include subgrade	750	SY		
3	Remove and Replace Barrier type Curb and Gutter to include a throat for a Type 16 catch basin per SCDOT specs	400	LF		
4	Remove and replace 5' wide sidewalk per SCDOT specs to include handicap ramps to match existing	250	LF		
5	Remove and Replace 2 Concrete Drives per SCDOT specs	40	YD		
6	Striping including, but not limited to, lane striping, median striping, and stop bar, to return to existing condition	400	LF		
7	Erosion and Sedimentation Control	1	LS		
8	Traffic Control	1	LS		
9	Restoration	0.50	AC		

Dollars _____ *Total Base Bid: _____
Cents _____

(Indicate the Total Base Bid/Bid Online Total above in both figures and words, In case of discrepancy, the amount shown in words will govern.)

* Total Base Bid / Bid Online Total - The Bid Bond for this project should be based on the total base bid amount listed above and on the bid online system.

** Total Bid Proposal Amount - The performance and payment bond should be based on the total bid proposal amount listed above.

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 4th Floor, Columbia, SC 29201 until **2:00 P.M., December 7, 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#037-16-17-TBR Asphalt Replacement at the Intersection of Two Notch Road and Rabon Road (M4385).

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 **Sixty (60)** 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#037-16-17-TBR Asphalt Replacement at the Intersection of Two Notch Road and Rabon Road.**

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#037-16-17-TBR Asphalt Replacement at the Intersection of Two Notch Road and Rabon Road.

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: BID#037-16-17- Asphalt Replacement at the Intersection of Two Notch Road and Rabon Road.

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.

Bid#037-16-17-TBR Asphalt Replacement at the Intersection of Two Notch Road and Rabon Road

Business Information Records

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

Business Name Address	Contact Name Telephone	Services/Materials to be Provided	Cost of Services/Mat (\$ Value)	MBE, WBE, SBE, DBE

TOTAL: \$ _____

Contractor _____

By _____

I certify this information is true and correct.

Date

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)

Please submit this **ORIGINAL** document to:

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

Tel: (803) 545 3369
Fax: (803) 545-4130
Email: 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

Holiday- 2016	*Official & Designed Day-Date- 2016
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

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:

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: # BID037-16-17-TBR Asphalt Replacement at the Intersection of Two Notch Road and Rabon Road

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.”

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.”

Contractor's Name

Company

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				
FTE per Period				

Narrative of Jobs Created or Retained:
