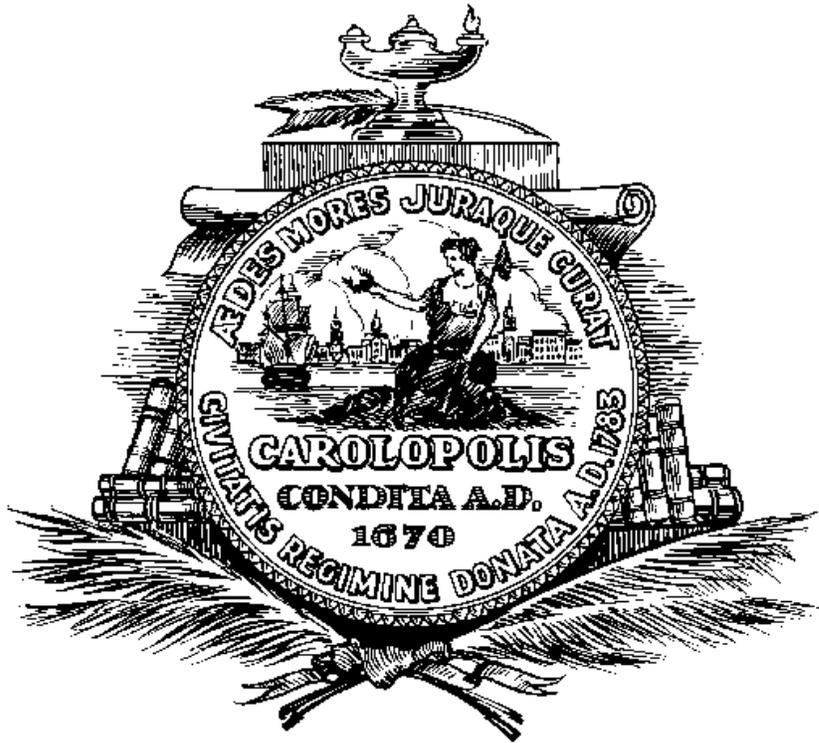


**PROJECT MANUAL  
and  
CONTRACT DOCUMENTS**

**FOR**

**CP1632: Gadsdenboro Park Fountain Equipment Replacement**

John Tecklenburg, Mayor



Bid Opening Date: January 5, 2:00 PM. Parks Department Office

City of Charleston Department of Parks  
823 Meeting Street  
Charleston, SC 29403  
843-720-3910  
Nate Yokoyama, P.E., Project Manager  
YokoyamaN@charleston-sc.Gov

December 5, 2016

# CONTRACT DOCUMENTS

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## CP1632: Gadsdenboro Park Fountain Equipment Replacement

### City of Charleston Instructions to Bidders – Short Form

#### 1. RECEIPT AND OPENING OF BIDS

The City of Charleston (the "Owner"), will receive bids for the above project at the Department of Parks until **January 5, 2016 at 2:00 PM** local time, where they shall be publicly opened and read aloud. The Owner may consider non-responsive any bid not prepared and submitted in accordance with these instructions and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time or authorized postponement. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the date of the bid opening.

#### 2. PREPARATION OF BID

Bids must be submitted in writing on the attached City of Charleston Bid Form in whole dollar amounts. All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted. Failure to provide all requested information as part of the submitted bid may be justification to deem the bid non-responsive, resulting in the rejection of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and the name of the project for which the bid is **submitted and the Contractor's license number. If forwarded by mail, the sealed envelope** containing the bid must be enclosed in another envelope addressed to the City of Charleston, Department of Parks, 823 Meeting Street, Charleston, SC, 29403.

#### 3. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner in a timely manner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner of the Bidder's qualifications to complete the project.

#### 5. LAWS AND REGULATIONS

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

#### 6. INTENT TO AWARD/EVALUATION OF BID ALTERNATES

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. When bidding documents include Bid Alternates, the Owner shall have the right to award the contract to the apparent low bidder based on ANY COMBINATION of the BASE BID plus Bid Alternates or with no Bid Alternates, unless otherwise specifically provided in the Bid Documents. The Owner reserves the right to apply these Alternate prices in any combination or order for the overall benefit of the project as defined by the Owner. All requested Alternates must be bid.

7. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and the conditions relating to construction of the project, and to have read and become thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any Bidder to visit the site or to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to his bid.

8. LICENSES

The successful Bidder shall obtain a City of Charleston Business License prior to beginning the work of this contract. Bidder must also be licensed under the laws of the State of South Carolina and City of Charleston for the specific category of work to be performed.

END OF INSTRUCTIONS TO BIDDERS

**CP1632: Gadsdenboro Fountain Equipment Replacement**

**BASE BID:** The Bidder agrees to perform all of the work described as Scope of Work in the specifications for the sum of: \$\_\_\_\_\_.

**Alternate Bid Prices:** The Bidder further proposes that, should the following alternates be accepted and incorporated into the contract, the Base Bid will be altered in the amount listed below, as applicable:

- **Alternate No. 1:**   N/A  . Add the sum of \$   N/A  .

**Unit Prices:** The Bidder offers for the **Owner’s consideration and use the following Unit Prices.** The Unit Prices offered indicate the amount to be added to or deducted from the Contract Sum for each item-unit combination. Unit Prices include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead and profit, etc. The Owner reserves the right to include or not to include any of the following Unit Prices in the Contract and to negotiate Unit Prices with the Bidder.

- N/A      .

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

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

The Bidder agrees the Base Bid and any awarded Bid Alternates must be completed within 30 calendar days of the Date of Commencement indicated in the Notice to Proceed.

Submitted by:

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

\_\_\_\_\_  
(Name and Title. Please print.)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address and Phone)

**South Carolina General Contractor’s License Number:** \_\_\_\_\_

# MWBE Compliance Provisions and Instructions

## Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site [www.charleston-sc.gov](http://www.charleston-sc.gov) under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, [snyper@charleston-sc.gov](mailto:snyper@charleston-sc.gov).

### **COMPLIANCE REQUIREMENTS:**

1. The Bidder shall provide, **with their bid form submittal**, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

**Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

**Affidavit B – Work to be Performed by Minority and/or <sup>AND</sup> Women-owned Firms <sub>OR</sub>**

**Affidavit C – Intent to Perform Contract with Own Workforce**, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

The Bidder shall provide an itemized statement of payments to each MBE and WBE subcontractor before final payment is processed.

Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

**AFFIDAVIT A**  
**Page 1 of 2**

**City of Charleston, South Carolina Listing of the Good Faith Effort**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

**I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:**

*(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")*

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. **Complete Affidavit A, Page 2.**
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

# AFFIDAVIT A

Page 2 of 2

## City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, \_\_\_\_\_, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<b>1. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <input type="checkbox"/> (African American) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification
<b>2. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <input type="checkbox"/> (African American) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification
<b>3. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <input type="checkbox"/> (African American) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification
<b>4. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <input type="checkbox"/> (African American) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

Title: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Notary Seal:**

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

## AFFIDAVIT B

### City of Charleston, South Carolina Work to be Performed by Minority/Women-Owned Businesses

Affidavit of \_\_\_\_\_ . I hereby certify that on the  
(Name of Bidder)  
\_\_\_\_\_, Total Project Amount \$ \_\_\_\_\_  
(Project Name)

I will make a good faith effort to expend a minimum of \_\_\_\_\_% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: \_\_\_\_\_ %     \$ \_\_\_\_\_

\* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**);  
Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Notary Seal:**

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

**AFFIDAVIT C**

**City of Charleston, South Carolina  
Intent to Perform Contract with Own Workforce.**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Notary Seal:**

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT**

Personally appeared before me \_\_\_\_\_ (the “Bidder seeking Local Vendor Recognition”) who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston’s Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than \$20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
2. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
3. Provides a copy of its current City of Charleston business license with its bid;
4. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
5. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or \$10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City’s Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: \_\_\_\_\_

CHARLESTON STREET ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

By: \_\_\_\_\_  
(Print Name)

Sworn to and subscribed before me at \_\_\_\_\_,  
State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_(SEAL)  
Notary Public for \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

# City of Charleston

## Short-Form Construction Contract

---

THIS CONTRACT, dated the \_\_\_\_ day of \_\_\_\_, 201\_\_, is by and between:

**the Owner:** City of Charleston                      and                      **the Contractor:**  
Department of Parks  
823 Meeting Street  
Charleston, SC 29401

**WHEREAS**, the Owner requires the construction of the project (the "Project") identified as follows:

### **CP1632: Gadsdenboro Park Fountain Equipment Replacement**

**WHEREAS**, the Contractor, whose South Carolina professional license is \_\_\_\_\_, is prepared and qualified to provide such Construction in accordance with Exhibit A;

**NOW THEREFORE**, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract:

#### **TIME OF PERFORMANCE:**

THE EFFECTIVE DATE of this Contract shall be the date written above or when all parties have signed this Contract, whichever is later.

THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.

THE DATE OF SUBSTANTIAL COMPLETION shall be 30 calendar days after the DATE OF COMMENCEMENT, subject to any adjustment(s) made in accordance with the terms of this Contract.

THE DATE OF FINAL COMPLETION shall be the date that the Scope of Work has been completed and accepted by the Owner.

#### **PAYMENT TO THE CONTRACTOR:**

This Contract authorizes a lump sum payment not to exceed \$\_\_\_\_\_.00 for services performed and accepted by the Owner in accordance with this Contract after Final Completion. Payment shall be Net 30 days after Final Completion and receipt of an original invoice which is submitted by the Contractor and accepted by the Owner. Faxed and/or copied invoices shall not be accepted.

#### **GENERAL CONDITIONS:**

1. The Contract Documents forming this Contract consist of a fully-executed Short Form Construction Contract (this document), the Project Manual, all Project Drawings and Specifications, all Bid Addenda, the Contractor's completed Bid Form, all Change Orders and Change Directives, and all Exhibits to these documents. In the event that a term in the Short Form Construction Contract conflicts with a term in the Contractor's Bid Form, the term contained within the Short Form Construction Contract shall prevail.
2. The Contractor shall prepare Daily Progress Reports of the Work and submit them to the Owner on a weekly basis. The Owner shall at all times have access to the Project where the Scope of Work is being performed for the purpose of observing or inspecting the work performed by the Contractor. In any case of disagreement concerning any portion of the plans, specifications, work methods, workmanship, or any other matter concerning this Contract, the final decision shall be that of the Owner.
3. The Owner may authorize changes to the Scope of Work. If Owners authorizes changes to the Scope of Work, such changes shall be incorporated into the Scope of Work and made by issuing either a Change Order or a Construction Change Directive to the Contractor, and the Contractor shall perform the changed work promptly.

4. The Contractor shall furnish and pay the cost, including sales tax and other applicable taxes and fees, of all necessary materials, labor, tools, equipment, and supervision, as well as all business insurance, licenses and permits required by the City of Charleston, the State of South Carolina or as required by this Contract to perform the Scope of Work and any amendments thereto.
5. This Contract shall be interpreted pursuant to the laws and statutes of the State of South Carolina and the City of Charleston. The Contractor shall be responsible for compliance with all applicable laws, ordinances, rules and regulations for the duration of this Contract, and shall indemnify the Owner in the event of non-compliance thereof.
6. The Contractor shall be responsible for all construction means, methods, techniques, procedures and safely measures in the performance of the Scope of Work. Before beginning any work, the Contractor shall be responsible for examining the Drawings and Specifications for compliance with applicable laws, ordinances, and regulations, and shall immediately report any discrepancy to the Owner.
7. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of two years from the date of Final Completion.
8. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the City submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.
9. The Contractor shall employ only persons skilled in the Scope of Work for which it is to perform, and employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees as well as those of subcontractors and their agents and employees working on behalf of the Contractor. The City may, in writing, require the Contractor to remove from the project any employee the Owner deems incompetent, careless or otherwise objectionable at no additional expense to the Owner. The Contractor shall not subcontract out more than 30% of the total cost of this project.
10. The Contractor must exercise due diligence in protecting the Project and adjacent property. If, in the opinion of the Owner, the Scope of Work is being carried out in a damaging or irresponsible manner, it may terminate this Contract effective immediately upon verbal or written notice to the Contractor at no cost to the Owner.
11. The Owner reserves the right to terminate this Contract when it is in the best interest of the Owner, including but not limited to the non-appropriation of funds. If this Contract is so terminated, the Owner shall provide the Contractor with thirty (30) days written notice of such termination. No costs shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. No damages shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. If the Contractor fails to comply with the terms of this Contract, the Owner shall notify the Contractor in writing with the specific basis regarding such noncompliance. The Owner then reserves the right to terminate this Contract by written notice to the Contractor within thirty (30) days. Contractor shall not be entitled to any costs or damages resulting from a termination for default.
12. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or **limitation of that party's right to subsequently enforce and compel strict compliance** by the defaulting party with every provision of this Contract.

- 13. All notices pursuant to this Contract to either of the parties hereto shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to the addresses stated above for the parties.
- 14. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the Date of Commencement. Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner. Cancellation of **Contractor's** insurance shall be grounds for termination of this Contract. All insurance policies required of the Contractor shall provide that the Owner be named as an additional insured. The Contractor shall procure and maintain at its own expense for the duration of the Contract the following:
  - a. Contractor's General Public Liability and Property Damage Insurance including vehicle coverage, protecting the Contractor from claims of personal injury, including death, and claims for destruction of or damage to property arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or a subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than 1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit for any such property damage, injury or death sustained by two or more persons in any one accident.
  - b. Workers Compensation Insurance, including occupational disease coverage, for all of the Contractor's employees. In case any work is subcontracted, the Contractor shall require such subcontractors identically to provide Workers Compensation Insurance, including occupational disease coverage for all of the latter's employees, unless such employees are covered by the protections afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract that are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance **equal to the Contractor's insurance requirements as set forth herein** for the protection of its employees not otherwise protected.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Contract at Charleston, South Carolina.

OWNER: City of Charleston \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
 John Tecklenburg  
 Mayor

BY: \_\_\_\_\_  
*(Signature of Contractor Representative)*  
 \_\_\_\_\_  
*(Print or Type Name of Contractor Representative)*

ITS: \_\_\_\_\_

## **CP1632: Gadsdenboro Fountain Equipment Replacement**

### **Scope of Work:**

1. Project site is located at 303 Concord Street, Charleston, South Carolina 29401. The project consists of replacement of all components associated with the fountain pump system with the exception of the vault, ladder, and PVC piping. Pricing for the equipment replacement should include but not be limited to the items on the appended list. Photos of the existing conditions are appended and can be downloaded from the following Dropbox link:

<https://www.dropbox.com/sh/e4xiyd3pidzut6o/AABTdnWJr82sFuPBjmeubnCMa?dl=0>

2. Contractor is to perform work during normal work hours Monday through Friday 7:00 am to 7:00 pm. The owner's restroom facilities will be accessible by the contractor. Electricity will not be available on site to the contractor.

**CP1632 Gadsdenboro Fountain Equipment Replacmeent  
City of Charleston**

<b>Description:</b>	<b>Qty</b>
<b>Convenience Florescent Light</b> - florescent fixture for wet location and light bulb.	<b>1</b>
<b>Convenience Outlet</b> - duplex outlet.	<b>2</b>
<b>Ventilation Fan:</b> - 1/3 Hp 115/230 V., 1 phase, 60 Hz.	<b>1</b>
<b>Sump Pump Assembly:</b> - cast iron motor and pump housing. - water tight square neoprene. - float operated mechanical switch. - stainless steel fasteners and switch arm. - 1-1/2" female N.P.T. connection.	<b>1</b>
<b>Thermoplastic Filter Pump:</b> - 3 Horsepower pump. - all cast thermoplastic construction. - integral lexan clear cover basket strainer. - 2" suction. - 2" discharge. - 140 GPM at 50 FH. - 208 V., 3 phase, 3450 RPM, 60 Hz. - Filter suction Manifold, PVC, Sch. 80 construction, 3" log with (1) 3" and (1) 2" lines - (1) 3" Ball Valve, true union, PVC, S x S. - (1) 2" Ball Valve, true union, PVC, S x S.	<b>1</b>
<b>- Filter discharge assembly includes the following:</b> - Filter discharge Manifold, PVC, Sch. 80 construction, 3" log with (3) 2" lines - (3) 2" Ball Valve, true union, PVC, S x S. - (1) 2" Check Valve, true union, spring loaded, PVC, S x S.	<b>1</b>
<b>Cartridge Filter Assembly:</b> - 75 sq.ft. Cartridge filter. - made of cyclac construction. - with 75 sq.ft. replacement cartridge filter.	<b>1</b>
<b>Water Control Manifold:</b> - Automatic Fill/Level Control Manifold. - miscellaneous copper tube and fittings. - 1" pressure reducing valve, brs - (1) 1" Solenoid Valve, bronze, 120 volt, T x T. - (3) 1" ball valves, bronze. - 1" backflow preventor, bronze. - 1/2" water hammer arrestor. - 3/4" hose bibb, bronze.	<b>1</b>

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<b>Description:</b>	<b>Qty</b>
<b>Ionization System:</b> - 115 vac at 0.5a, 60 Hz. - LED readout. - NEMA 250-4X; UL 508-4X enclosure. - (2) ions consisting of silver, copper and zinc.	<b>1</b>
<b>In-Line High Capacity Brominator:</b> - made of all cyclac plastic. - with automatic dial feed. - NSF Listed. - 2" N.P.T. connection. - Bromine Not Included.	<b>1</b>
<b>Custom Control Panel: U.L. Listed and Labeled;</b> Includes the following:	<b>1</b>
- <b><i>NEMA 4/12 Steel Enclosure : Sized for application:</i></b> - flush mounted door; gasketed - 135 Deg. opening; bonded to mtg. plate - phosphated steel construction - WITH INNER DOOR. - ANSI 61 gray acrylic enamel finish - internal mounting plate	<b>1</b>
- <b><i>Main Power Disconnect:</i></b> - 120/208V AC: 3 PHASE. - rated at 60 Amps. - door mounted interlocking red handle. - padlock capable device. - door mounted label: MAIN POWER DISCONNECT	<b>1</b>
- <b><i>Magnetic Motor Starter: FOUNTAIN PUMP:</i></b> - main contacts rated at 3 HP, 208V AC, 3 phase. - 1 set N.O. & N.C. Aux. contacts min. - shortcircuit protection per NEC 400 and 409 - overload relay with adjustable trip range +/- 15%. - door mounted H-O-A selector switch. - door mounted blue indicator light. - door mounted label: FOUNTAIN PUMP	<b>1</b>
- <b><i>Panel Board and Circuit Breakers:</i></b> - 120/240V AC 2 pole, 1 Phase, 8 Space. - equipped with circuit breakers: - 2 ea. 1 pole CB 15A (for controls). - 1 ea. 2 pole CB 15A (for controls). - 2 ea. 1 pole CB GFCI 20A (for fountain lights).	<b>1</b>

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<b>Description:</b>	<b>Qty</b>
<ul style="list-style-type: none"> <li>- <b><i>Magnetic Lighting Contactor: LIGHTING CIRCUITS</i></b></li> <li>- rated at 120/208V AC1 3 PHASE</li> <li>- 1 ea. set N.O. &amp; N.C. Aux. contacts</li> <li>- door mounted H-O-A selector switch</li> <li>- door mounted white pilot light</li> <li>- door mounted label: FOUNTAIN LIGHTS</li> </ul>	<b>1</b>
<ul style="list-style-type: none"> <li>- <b><i>Control transformer circuit:</i></b></li> <li>- 208 V primary / 120 V secondary</li> <li>- 250 VA, fused primary and secondary</li> <li>- complete with GFCI protection switch</li> <li>- U.L. standard 508 circuit.</li> </ul>	<b>1</b>
<ul style="list-style-type: none"> <li>- <b><i>Water Level Control Monitor:</i></b></li> <li>- solid state electronics.</li> <li>- 1 ea. red pilot light for filling.</li> <li>- 1 ea. red pilot light for low water shutdown.</li> <li>- 1 ea. green pilot light for normal level.</li> <li>- 1 ea. green pilot light for minimum level.</li> <li>- 1 ea. Aux. relay for solenoid valve.</li> <li>- 1 ea. Aux. relay for cut-off functions.</li> <li>- 4 ea. I.O. terminals for probe conn.</li> <li>- connected to U.L.508 control circuit.</li> </ul>	<b>1</b>
<ul style="list-style-type: none"> <li>- <b><i>24 HR Time Clock: PUMP AND LIGHTING OPERATION</i></b></li> <li>- 1 min. interval actuators.</li> <li>- 7 day skip-a-day feature.</li> <li>- 120V power supply.</li> <li>- 2 ea. SPDT contact set.</li> <li>- 2 channel digital operation.</li>   <li>- All control panel components installed.</li> <li>- All control panel components prewired to field terminals.</li> <li>- Supplied with current flow schematics.</li> </ul>	<b>1</b>







