

City of Charleston
Procurement Division

75 Calhoun Street, Suite 3500
Charleston, SC 29401



ADDENDUM #1

T: (843) 724-7314
F: (843) 720-3872

DATE: September 23, 2022
TO: All Bidders
FROM: Robin B. Robinson
RE: 22-B035R – Daniel Island Gateway GM

This addendum #1 to the solicitation is being made for the following reasons:

A corrected set of the Daniel Island Gateway GM General Conditions and Specifications are attached to this addendum. Please refer to these instead.

If you have any questions, please feel free to call 843-724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

Date

Company Name

GENERAL CONDITIONS

DANIEL ISLAND GOVERNORS PARK, ETIWAN PARK, FREEDOM PARK, FALLEN OAK PARK AND DANIEL ISLAND RECREATION CENTER

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendence, labor, tools, equipment, and transportation and perform all work required in strict accordance with this contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

The Owner may withhold payments as outlined in the Specifications.

The actual performance of work and superintendence should be performed by the Contractor, but the Owner should at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor.

The Contractor shall not subcontract this work without the written consent of the Owner.

In any case where there is a matter of discrepancy in opinion concerning any portion of the specifications, work methods, work to be accomplished, or any other matter concerning this Contract, the final decision shall be that of the Owner.

Cautionary Section

The Owner shall expect the Contractor to take every method at his disposal to protect the properties on which he will be working. If, in the opinion of the Owner, the Contractor is acting in such a manner as to cause unnecessary damage to properties, whether they may be public or private, the Owner shall invoke its authority to terminate the contract. The termination of this contract shall be effective upon the date given on the written notice by the Procurement Director.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the State of South Carolina Workmen's Compensation Insurance, including occupational disease provision, for all of the Contractor's employees, and in case any work is subcontract, the Contractor shall require such Subcontractors identically to provide Workmen's Compensation Insurance, including occupational disease provision 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 is not protected under the Workmen's Compensation Law, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

Contractor is responsible for any and all damages arising out of any activity associated with this contract.

SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with all local, State and Federal regulations pertaining to the protection of the safety and health of workers.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods and for any damage which may result from their failure or their improper construction, maintenance, or operation.

The Contractor agrees to accept the sole responsibility for complying at all times with local, County, State and Federal or other legal requirements including but not limited to full compliance with Local and State traffic regulations for any lane closures, so as to protect all persons, including employees from foreseeable injury, or damage to property. Contractor shall coordinate any lane closures with the City of Charleston Police Department traffic control personnel prior to closure.

It shall be the Contractor's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires correction.

The Contractor shall cooperate fully with the City of Charleston in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the City of Charleston within five (5) business days following the occurrence.

Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc. for cracks, crevices, and deterioration and shall report any deterioration to the City immediately.

It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. Safety vests are to be worn at all times while performing work. Contractor shall place and maintain temporary flags, signs, barricades, protection fences and other precautions necessary to protect the work and the general public, and as approved by the State and County and in compliance with applicable SCDOT traffic management practices.

Lane closure shall not be performed without the proper use of advance warning devices, signs and flag person(s) and conformance to these and other applicable provisions. At the completion of each working day, all existing lanes of traffic shall be open to traffic. Provisions shall be made for the uninterrupted passage of emergency vehicles through the work site at all times, regardless of the controlled traffic conditions existing at that time. Any lane closures and traffic control shall meet applicable provisions and appropriate guidelines for this type of work.

Contractor shall be solely responsible for furnishing, installing and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for the proper and safe routing of vehicle and pedestrian traffic during the performance of the work. This requirement shall be continuous for the duration of the project, and shall not be limited to working hours.

The Contractor shall obtain a City of Charleston Business License prior to beginning the work of this contract.

PERMITS AND CODES

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the City. All construction work and/or utility, installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawing and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City Representative.

The Contractor shall, at his own expense, secure and pay to the appropriate department of the City, the fees or charges for all permits for street pavement, sidewalks, removal of abandoned water taps, sealing of house connection drains, and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with the applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespassing on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

The following are the Plans, Specifications, and Addenda which form a part of this contract as set in the General Conditions, "Contract and Contract Documents".

Drawings: As listed on the Contract Documents Table of Contents.

Specifications: As listed on the Contract Documents Table of Contents.

Addenda: As issued.

GROUNDS MAINTENANCE
GOVERNORS PARK, ETIWAN PARK, FREEDOM PARK, FALLEN OAK PARK, AND
DANIEL ISLAND RECREATION CENTER

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The intent of this contract is for the bidder to provide complete grounds maintenance services. The Contractor shall furnish all labor, supervision, equipment, and materials necessary to provide grounds maintenance services in accordance with requirements specified herein. The operations to be performed shall include cutting grass, pruning, edging, collection and disposal of trash, collection and disposal of litter and debris, cleaning gutters and walks, mulch application, soil amendment/fertilizer application, weed control, string trimming, sweeping/raking/blowing hardscape surfaces and other miscellaneous services as described. These operations shall be performed in accordance with the schedule provided in this package.

1.2 DESCRIPTION OF WORK

1.2.1 GRASS CUTTING & STRING TRIMMING:

All grassed areas shall be cut to a uniform height of 1-½” inches at the frequencies specified. If any bare ground within the limits of an area becomes vegetated with grass, weeds or other similar growths through natural spread, i.e. not artificially planted, it shall be maintained as part of the basic contract. Contractor shall sweep, vacuum, or blow off all walks, curbs, paths, and gutters during each scheduled visit. Under no circumstances shall clippings be blown into mulched planting beds, streets, gutters or drainage structures. In the event this occurs, clippings shall be immediately removed from planting beds, gutters, and roads. **Visible clippings are NOT acceptable.** Any lines or clumps of visible grass clippings shall be removed manually or by another pass on the mower to mulch out the clippings.

String trimming may be necessary in areas where mowers cannot reach and shall be completed as part of the grass cutting around trees, shrubs, flower/shrub beds, cultivated areas, poles, walls, valves, and other similar objects to match the height and appearance of the surrounding mowed grass. In no case shall Contractor string trim around base of any tree or palmetto, shrub, or perennial. Any damage to bark of trees caused by string trimming will result in replacement of the damaged tree or plant materials by the Contractor at his/her expense. All volunteer vegetation adjacent to structural elements shall be removed as part of the basic service and be accomplished when on each site. Contractor shall point out issues to City of Charleston Contract Manager and appropriate action taken to avoid damage to trees. This may include herbicide and mulch application to the areas in need.

A. TURF – HIGH FREQUENCY:

All designated areas shall be cut to a uniform height of 1-½” inches or less at the frequencies specified in the schedule. This category includes all of the sand-based turf areas (athletic fields) and adjacent high-visibility margin areas. If any bare ground within the limits of an area becomes vegetated with grass, weeds or other similar growths through natural spread, i.e. not artificially planted, it shall be maintained as part of the basic contract. Grass clippings shall be allowed to remain in place provided that the material is short enough to become readily incorporated into the turf and does not interfere with the intended use of the area.

B. TURF – REGULAR:

All designated areas shall be cut to a uniform height of 1-½” inches at the frequencies specified in the schedule. This category includes the un-irrigated areas, dog run, and lower visibility margin areas. Any turf area within GOVERNORS PARK, FREEDOM PARK, ETIWAN PARK, and FALLEN OAK PARK not otherwise designated shall be included in this category, except for the turf between the curb and sidewalks along Seven Farms Drive and Fairchild Street (Daniel Island POA Contractors are responsible for these areas). If any bare ground within the limits of an area becomes vegetated with grass, weeds or other similar growths through natural spread, i.e. not artificially planted, it shall be maintained as part of the basic contract. *Note: This classification includes all mowable areas located within the I-526 ROW (under the Wando Bridge) between Seven Farms Drive and the Wando River.*

1.2.2 EDGING:

All sidewalks, driveways, curbs, other paved areas with a defined edge, and shrubbery areas shall be mechanically edged with a motorized stick edger or string trimmer in accordance with the frequencies specified. In locations where there is only asphalt and no defined edge, stick edging is not required. In locations where there is no defined edge on asphalt trail edges, herbicide applications should be used to maintain a clean edge condition.

1.2.3 TRIMMING:

Trimming around trees, shrubs, flower/shrub beds, cultivated areas, poles, walls, valves, and other similar objects shall be accomplished to match the height and appearance of the surrounding vegetation. Trimming shall also include maintaining vehicular sight lines where applicable and ensuring that vegetation does not encroach onto sidewalks preventing comfortable pedestrian activity.

Pruning of all shrubs and trees shall be accomplished by horticulturally correct methods using only bypass type pruners. All debris shall be removed from job sites. Pruning shall be in accordance with ANSI A300 pruning standard and work shall be performed in accordance with ANSI Z133.1 safety standard. Contractor is responsible for establishing and maintaining a safe work zone at all sites including using personnel to flag traffic or cones and signage when appropriate. Contractor is responsible for notifying automobile owners of the need to move vehicles so work sites can be reached. Contractor is responsible to coordinate with the City Police Department, Department of Traffic and Transportation and Tourism Enforcement Division in the event lane or street closings are required.

The shrub and buffer vegetation surrounding the Governors Park baseball fields and Dog Park shall be trimmed and maintained such that it remains at a minimum 3’ off the edge of the surrounding chain link fencing. All vines shall be removed from any fence or planted tree.

The buffer vegetation at Freedom Park tennis courts shall be trimmed and maintained such that it remains at a minimum 3’ off the edge of the surrounding chain link fencing.

1.2.4 PALMETTO PRUNING:

Pruning of all Palmettos shall be accomplished by horticulturally correct methods. Palmettos shall be pruned in early summer after flowers emerge, but before the seeds mature. Remove all dead or living flowering parts and dead and/or loose palmetto fronds/boots to achieve a

full head branched at three and nine o'clock. Under **NO** circumstance should any palm tree be hurricane cut or pruned up to a "V". All debris shall be removed from job sites.

Pruning shall be in accordance with ANSI A300 pruning standard and work shall be performed in accordance with ANSI Z133.1 safety standard. Contractor is responsible for establishing and maintaining a safe work zone at all sites including using personnel to flag traffic or cones and signage when appropriate. Contractor is responsible for notifying automobile owners of the need to move vehicles so work sites can be reached. Contractor is responsible to coordinate with the City Police Department, Department of Traffic and Transportation and Tourism Enforcement Division in the event lane or street closings are required.

This scope of work includes the Palmettos around the Freedom Park tennis courts, others located within Freedom Park, and those located around Daniel Island Recreation Center.

1.2.5 TRASH, RECYCLING, DEBRIS, AND LITTER COLLECTION & DISPOSAL

The Contractor shall collect and dispose of **any level** of trash accumulated in trash containers in the maintenance areas. All containers shall be emptied according to schedule. Contractor is to provide and replace the can liners during each visit with an appropriately sized bag.

Recycling containers shall be lined with clear plastic bags and **emptied during each trash collection**. All collected materials shall be delivered to an approved collection site. Currently, Berkeley County provides a recycling convenience site immediately adjacent to the Governors Park site. Disposal shall occur off-site in accordance with all applicable regulations.

The contractor shall collect and dispose of debris and litter in or on all grassed areas, plant and shrub beds, wooded areas, sidewalks, streets, and curbs in all sites **before cutting grass**. Debris and litter includes natural vegetation, marsh reeds, palm fronds, sticks and limbs, leaves, pine straw and grass clippings in addition to man-made materials. All collected materials shall be delivered to an approved collection site. Disposal shall occur off-site in accordance with all applicable regulations.

Replace rolls of 'doggie bags' in **ALL** parks. Contractor shall provide the bags at no cost to the City, and dispensers shall be checked on the same schedule as TRASH COLLECTION. **Each dog bag dispenser shall have 2 useable rolls of dog bags at all times.** The Contractor shall not be required to collect or remove dog waste from the turf areas within all Daniel Island parks.

1.2.6 CLEANING OF PAVEMENT, SIDEWALKS AND GUTTERS:

The Contractor shall remove soil accretion, volunteer vegetation, debris and litter on sidewalks and paved surfaces within the work areas and in gutters by scraping, shoveling, sweeping, vacuuming and/or other means necessary. This work shall also include any associated gutters within the specific maintenance location. Weeds and plant growth should be **hand-pulled** and any remaining roots are to be sprayed with herbicide. Debris and litter includes natural vegetation, leaves, pine straw and grass clippings in addition to man-made materials. Materials shall be properly disposed of off-site. **All material is to be collected in bags and disposed of offsite; debris is not to be blown into streets or adjacent properties per City of Charleston Code of Ordinances.**

1.2.7 WEED CONTROL:

Weeds in parking lot islands, planted beds, gravel parking areas, maintained roadways, raised concrete medians, and curbs and gutters shall be manually removed or chemically treated per schedule. Weeds shall be manually removed (not just killed) if they are larger than 3” in height or diameter. All uprooted weeds must be removed from the planted beds and disposed of offsite. **Chemically treated dead and wilted weeds shall also be removed from all locations.** Pre and Post-emergent herbicides may be used at the Contractor’s option. The Contractor must inform the City as to what type and how much product was used. No additional payment will be made for herbicide application. Herbicide shall not be sprayed when winds exceed 5 miles per hour. **At any given time of inspection by City staff, if weeds are visible and upon notification of Contractor, weeds must be pulled the next scheduled visit.**

Contractor shall replace at no cost to the City any plants that are damaged by the use of herbicides. No restricted herbicides shall be applied. Weed control must be performed each visit with proper equipment, product, and personnel.

1.2.8 MULCH:

Includes providing and placing clean Long Leaf pine straw around all trees in Etiwan Park, Freedom Park, and Fallen Oak Park. Straw to be placed 3"- 4" deep throughout all beds and in a minimum 4' diameter circle around each tree, neatly tucked. Etiwan Park straw also includes placement around bathroom building. Freedom Park tennis courts shall also receive straw around the perimeter of the court. Fallen Oak Park receives straw in all planted beds and dedicated naturalized areas.

In Governors Park mulch shall be placed to cover the plant beds adjacent to parking lots, sidewalks, structures and fences. Premium Dyed Brown Shredded Pinebark Mulch (City of Charleston Parks Department standard) should be placed to existing mulch areas at 1”-2” thickness unless certain areas require more where mulch has eroded away. **Remove mulch from previous applications to expose root flare of any trees and shrubs, as needed, and keep 6” away from the base of any/all tree trunks. The final product should be a uniform coverage and thickness. Any mulch “volcanoes” or excessively placed mulch will not be accepted.** The minimum diameter of any mulch ring shall be 4’. All ant nesting mounds shall be removed prior to mulch application. Mulch will not be required in flood prone areas.



Pine Straw Mulch Ring



Premium Dyed Brown Shredded Pinebark Mulch

1.2.9 BUFFER / EDGE / POND BANK (Governors Park Only):

This category generally includes naturalized areas, woodland edges adjacent to lawn areas, sidewalks, walking trails, and pond banks. The intent of this maintenance effort is to maintain a clean, natural appearance in the designated areas sufficient to obscure views into and/or out of the park while providing a safe edge condition. Contractor shall address these areas quarterly per the attached schedule in accordance with the following guidelines:

- Woody shrub materials shall be pruned as necessary to maintain a minimum of 12” of horizontal clearance from fences, walks, roadways, etc. during the maintenance cycle, but shall not be pruned back more than 36” at any one time.
- Vertical clearance over walking / bicycling areas shall be at least 96”, and vegetation over vehicular areas shall be at least 144”.
- Contractor shall use proper pruning techniques, and shall receive approval from City of Charleston staff before removing any limb or leader in excess of 4” diameter, or completely removing any native plant material.
- Invasive species, vines, etc. that were not planted as part of the landscape improvements shall be removed entirely.
- Non-ornamental grasses in these areas shall be cut to a height of approximately 4” during each cycle.
- Pond banks shall be allowed to grow in an effort to reduce inhabitation by Canada Geese, and mowing / trimming activities shall stop approximately 24” from the shoreline. Water-dependent plant species that establish at the transition along the shoreline shall not be cut unless otherwise directed.
- Ornamental grasses and other landscape plant materials shall be maintained in accordance with species-specific horticultural practices (pruning, dead-wooding, etc.) as needed throughout the contract term.
- *Eleagnus pungens* (Russian Olive) and *Pinus taeda* (Loblolly Pine) planted along the outfield fencing of the baseball and softball field shall only be pruned for horizontal clearance, as these areas are intended to form a dense vegetative screen.
- Chipped woody material and leaf litter may be disposed of in these areas by uniformly distributing the materials over any bare or exposed earth.
- General maintenance requirements listed below shall also apply to these areas.

1.2.10 PARKING / TRAIL / DOG PARK (Governors Park & Fallen Oak Park Only):

This category generally includes parking lots, driveways, paved sidewalks and sandshell surfaces within and adjacent to GOVERNORS PARK and FALLEN OAK PARK. Contractor shall maintain these areas in accordance with the general guidelines below, and shall prune as necessary to provide horizontal and vertical clearances in accordance with the requirements of the BUFFER / EDGE / POND BANK above. Contractor shall address these areas per the attached schedule by performing the following activities:

- Sweep and/or rake the surfaces monthly to remove debris, leaf litter, and loose paving material (i.e. gravel) from hard surfaces and provide a uniform surface on areas covered with sandshell material. Contractor shall fill any periodic depressions with sandshell as needed. The use of motorized or wheeled blowers will not be permitted on any sand shell or pervious pathway areas. Per City of Charleston ordinance, debris may not be blown or swept into the public right-of-way.
- Contractor shall promptly report any deficiencies in surface areas (i.e. washed out paths, potholes, etc.) to the City of Charleston for repair.

- Contractor to remove pointed or broken pieces of shell from the dog run during each maintenance visit.
- General maintenance requirements listed within shall also apply to these areas. This includes the removal of all weeds from sandshell.

1.2.11 NON-DEFINED MAINTENANCE RESPONSIBILITY

Contractor shall provide an hourly cost for crews (Min. 1 Foreman, 3 Labor) and equipment that meet the following compositions. At the City's sole discretion and direction, crews shall be scheduled for additional work to be performed. This additional labor shall be for work not associated with the basic services required of this contract. Any such work effort will be accomplished with a minimum of four (4) hours per effort, and the Contractor shall have six (6) business days to schedule the work at a time that meets the City's needs. Work may be scheduled for after hours or weekends if required by the City. Work performed within this scope might include removal of storm debris, trimming of overgrowth, removal of plant material for planting projects, small drainage repairs, etc. **Any work performed under this scope MUST BE APPROVED prior to commencing any related work.**

1.3 MANAGEMENT

- 1.3.1 The Contractor shall manage the total work effort associated with the grounds maintenance services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including but not limited to: planning, scheduling, report preparation and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices.

A. WORK CONTROL

The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure labor, equipment and material are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal or written scheduling and status reports shall be provided when requested by a City representative.

B. MONTHLY WORK SCHEDULE

In addition to the requirements of the "Work Schedule" the Contractors monthly work schedule shall indicate the proposed date of accomplishment of all required services by project. Once approved, the Contractor shall strictly adhere to the schedule in order to facilitate the Department of Parks inspection of the work.

C. SCHEDULE OF WORK

The work shall be executed in such a manner as to cause the least interference with the normal functions of the facility activities. Prior to beginning any work, the Contractor shall meet with the Contract Manager in order that approved schedule and sequence of work may be arranged.

D. FIRE PREVENTION

The Contractor shall ensure that his employees know how to operate a fire extinguisher. The Contractor shall observe all requirements for handling and storage of combustible supplies, materials, waste and trash. Contractor's employees operating critical equipment shall be

trained to properly respond during a fire alarm or fire, in accordance with local activity instructions.

1.3.2 ENVIRONMENTAL PROTECTION

The Contractor shall comply with all applicable environmental protection requirements. The Contractor shall comply with Federal, State and Local laws and with regulations and standards regarding environmental pollution. All environmental protection matters shall be coordinated with the Contract Manager. Inspection of any of the facilities operated by the Contractor may be accomplished by the authorized officials on a no-notice basis during normal working hours. In the event that a regulatory agency assesses a monetary fine against the City for violations caused by the Contractor's negligence, the Contractor shall reimburse the City for the amount of the fine and any other related costs.

The Contractor shall clean up any oil or fuel spills or other environmental hazards that result from the Contractor's operations. The Contractor shall comply with the instructions of City safety personnel and be aware of conditions which create a nuisance or which may be hazardous to the health of personnel. The Contractor's failure to take necessary action in a timely manner will result in the City implementing measures to clean up the hazard or spill. Any and all costs incurred by the City will be deducted from the Contractor's subsequent monthly invoices.

1.3.3 SAFETY REQUIREMENTS AND REPORTS

All work shall be conducted in a safe manner and shall comply with the requirements of the City. The City will not provide safety equipment to the Contractors.

- A. Prior to commencing work, the Contractor shall meet in conference with the Contract Manager and City Safety Manager to discuss and develop mutual understanding relative to administration of the Safety Program.
- B. The Contractor shall report to the Contract Manager or City Safety Manager exposure date and all accidents resulting in death, trauma or occupational disease. All accidents must be reported to the Contract Manager within 24 hours of their occurrence.
- C. The Contractor shall submit to the Contract Manager a full report of damage to City property and/or equipment by Contractor's employees. All damage reports shall be submitted to the Contract Manager within 24 hours of the occurrence.

1.3.4 ACCIDENT PREVENTION

- A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons, preventing damage to property, materials, supplies, and equipment and avoiding work interruptions for these purposes. The Contractor shall:
 - 1. Provide appropriate safely barricade, signs and signal lights;
 - 2. Ensure that any additional measures are taken deemed necessary by the Contract Manager for this purpose.

- B. The Contractor shall maintain an accurate record of exposure data on all accidents; incidental to work performed under this contract resulting in data, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment. The Contractor shall report this data in the manner prescribed by the Contract Manager.
- C. The Contract Manager shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of work, shall be deemed sufficient notice of noncompliance and corrective action required. After receiving the notice, if the Contractor fails or refuses to take corrective action, the City may demand the Contractor cease work until appropriate action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these conditions.

1.3.5 CONTRACTOR EMPLOYEES:

- A. The Contractor shall provide to the Contract Manager the name or names of the responsible supervisory person or persons authorized to act for the Contractor.
- B. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.
- C. Contractors' employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
- D. The Contractor shall remove from the site any individual whose continued presence is deemed by the Contract Manager to be contrary to the public interest.
- E. No employee or representative of the Contractor will be admitted to the site of work unless he furnishes satisfactory proof that he is a citizen of the United States, or if an alien, his residence within the United States is legal.
- F. The Contractor shall require each of its employees to wear uniforms with the Contractor's company name, proper shoes and other gear required. No advertisements or logos other than the Contractor's shall be on the employee's uniforms.

1.3.6 IDENTIFICATION OF CONTRACTOR VEHICLE

Each Contractor-provided vehicle shall display the Contractor's name so that it is clearly visible and shall, at all times, display a valid state license plate. Contractor vehicles shall be operated in accordance with SCDOT rules and are not to impede onto private property.

1.3.7 PERMITS

The Contractor shall, without additional expense to the City, obtain all appointments, licenses and permits required for the execution of the work. The Contractor shall comply with all applicable Federal, State and Local laws. Evidence of such permits and licenses shall be provided to the Contract Manager before work commences.

1.3.8 WORK OUTSIDE REGULATIONS

Except as may otherwise be authorized, all work shall be performed during regular working hours, which are defined as 7:00 a. m. to 7:00 p. m. If the Contractor desires to carry on work

on Saturday, Sunday or holidays, he may submit an application to the Contract Manager for approval considerations at least three (3) days prior to scheduled work outside regular hours.

1.3.9 PERFORMANCE EVALUATION MEETINGS

The Contractor shall provide written bi-weekly reports of work completed. The report shall include information on what crew was onsite what day and for how long. This will assist City of Charleston Contract Manager in documenting completed work and tracking any deficiencies. The report may be a checklist from crew leader; a copy of the report form shall be submitted to the City of Charleston Parks Department for review.

Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contract Manager any areas of disagreement within five (5) working days.

1.3.10 BI-WEEKLY REPORTS

The Contractor shall provide written bi-weekly reports of work completed. The report shall include information on what crew was onsite what day and for how long. This will assist City of Charleston Contract Manager in documenting completed work and tracking any deficiencies. The report may be a checklist from crew leader; a copy of the report form shall be submitted to the City of Charleston Parks Department for review.

PART 2 INSPECTIONS AND ACCEPTANCE

2.1 ACCEPTANCE

The performance and quality of work delivered by the Contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by a designated City representative.

Contractor is encouraged to establish a routine schedule for each location (i.e. Thursday of the specified week) to facilitate inspections and acceptance. The Contract Manager may determine that regular reporting by the Contractor is necessary.

2.2 SCHEDULE OF DEDUCTIONS

The “Unit Price Bid Form / Schedule of Deductions” shall be submitted as part of the Contractor’s proposal. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the schedule must be amended within ten (10) days of the date of the modification. Prices shown in the “Unit Price Bid Form / Schedule of Deductions” will be utilized in conjunction with the CONSEQUENCE OF CONTRACTOR FAILURE TO PERFORM REQUIRED SERVICES clause (2.3) in making deductions to the contract price for non-performed or unsatisfactorily work.

2.3 CONSEQUENCE OF CONTRACTOR FAILURE TO PERFORM REQUIRED SERVICES

A. The Contractor will be held to the full performance of the contract. The City will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming service as specified below.

1. A contract requirement may be composed of several subtasks called work requirements. A contract requirement may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may be taken from the Contractor's invoice.

2. The City reserves all rights for partially completed work as set forth below:

B. The City will give the Contractor written notice of deficiencies by copies of the Inspector's Reports or otherwise prior to assessing liquidated damages or deducting for non-performed or unsatisfactory work. Therefore:

1. In the case of non-performed work, the City:

a. Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to (b) below and satisfactorily completes the work;

b. May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Contract Manager, but in no event longer than twenty-four (24) hours in the case of all other services, of the notice to the Contractor of such non-performance, at no additional cost to the City; or

b. May, at its option, perform the services by City personnel or other means.

2. In the case of unsatisfactory work, the City:

a. Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the prices set out in the Schedule or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform pursuant to (b) below and satisfactorily completes the work;

b. May at its option, afford the Contractor the opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of the Contract Manager, within twenty-four (24) hours in the case of all other services, of the notice to the Contractor of such unsatisfactory performance, at no additional cost to the City; or

c. May at its option, perform the services by City personnel or other means.

2.4 ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK

In accordance with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK", deductions may be taken for non-performed or unsatisfactory work. In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the City, estimating methods may be used. Engineering Performance Standards (EPS), Means Cost Data or other estimating sources may be utilized to estimate the cost of non-performed work or the costs which would be incurred in remedying unsatisfactory work. The City may estimate the cost using wage rates and fringe benefits included in the wage determinations

included in the contract, City estimates of the Contractor's overhead and profit rates and City estimates of material costs if applicable.

Liquidated damages to compensate the City for administrative costs and other expenses resulting from the non-performed or unsatisfactory performance, will be calculated in accordance with the "CONSEQUENCES OF CONTRACTOR FAILURE TO PERFORM REQUIRED WORK" clause. (Section 2.3)

PART 3 THE SCHEDULE

3.1 LOCATIONS

Contractor shall be responsible for visiting each site prior to submitting a bid. The exact locations are defined as follows.

SEE ATTACHED MAPS OF PROPERTY.

3.2 PERFORMANCE PERIOD OF CONTRACT

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

3.3 PERFORMANCE/PRE-CONSTRUCTION CONFERENCE

Prior to commencing work, the Contractor shall meet in conference with the Contract Manager at a time to be determined by the Contract Manager, to discuss and develop mutual understanding relative to scheduling and administering work. The Contractor shall submit a current insurance certificate to the Contract Manager at the pre-performance conference.

3.4 CHANGE ORDERS

Change Orders may be issued orally by the Contract Manager in emergency circumstances. Oral modifications will be confirmed by issuance of a written modification within two (2) working days from the time of the oral communication modifying the order.

3.5 INVOICES/SUBMITTALS

A. An invoice is a written request for payment under the contract for supplies delivered and for services rendered. In order to be proper, an invoice must include as applicable the following:

1. Invoice date;
2. Name of Contractor,
3. Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment;
4. Name (where practical) title, phone number and mailing address of person to be notified in event of a defective invoice; and
5. Description of supplies or services, quantity (contract unit of measure) and unit price, and extended total;
6. Any other information or documentation required or other provisions of the contract (such as evidence of shipment).
7. Invoices shall be prepared and submitted in a quadruplicate (one copy shall be marked "Original") unless otherwise specified.

8. INVOICES ARE TO BE SUBMITTED TO THE CONTRACT MANAGER FOR REVIEW AND APPROVAL.

3.6 INVOICING INSTRUCTIONS

Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Upon verification of work actually performed and receipt of a proper invoice and any required Contractor submittals, invoices will be processed for payment. Invoice instructions for indefinite quantity portion shall be indicated on each individual delivery order.

3.7 MODIFICATION BIDS - PRICE BREAKDOWN

The Contractor, in connection with any bid he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contract Manager. Unless otherwise directed, the breakdown shall be of sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for Subcontractors shall be supported by a similar price breakdown.

In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contract Manager.

PART FOUR EVALUATION FACTORS FOR AWARD

4.1 MANDATORY PRE-BID MEETING

A Pre-Bid Meeting will be held to introduce the Contractor to the general conditions and specifications of the contract. This meeting is mandatory and a representative for the Contractor must be present at this meeting and sign the formal sign-in sheet to document presence. Lack of attendance at this Pre-Bid Meeting will be grounds for automatic bid rejection.

4.2 BIDDER QUESTIONNAIRE

The City will in part award contracts based on the successful submittal and review of a Bidder Questionnaire. Bidders are required to submit the appropriate information to determine if the Bidder is qualified and capable of performing the contract in a responsible manner. It is mandatory that all contractors who intend to submit bids fully complete the Bidder Questionnaire and provide all materials requested herein. This includes providing the “Essential Requirements for Qualification” within the Bidder Questionnaire. No bid will be accepted from a contractor that has failed to comply with these requirements.

It is the intent of the City that the Bidder Questionnaire and supporting documentation will assist in determining the most responsive and responsible bidder. The questionnaire will aid the City in selecting the winning bidder who has experience to satisfactorily perform the proposed work and meet the City’s expectations of the work described herein.

The City is requesting that the following information be submitted with the bid in a **separately sealed envelope and marked “Gateway Maintenance Bidder Questionnaire Material” and “Confidential”**. These items in conjunction with the bid amount will determine who will be awarded the contract. Failure to provide requested information, may result in bid rejection.

- A. The Bidder shall provide a completed Bidder Questionnaire. This questionnaire can be found in the Appendix of these bid documents labeled “**Bidder Questionnaire**”. This questionnaire in part includes the requirement to provide five (5) professional references for prior contracts of similar work, and the names and addresses of individual with the organization issuing the contract, which may be contacted for information concerning the Contractor's performance.
- B. The City reserves the right to request additional follow-up information or request a physical visit to the Contractor’s facilities if deemed necessary.

4.3 BASIS FOR AWARD

The award of contract will be based on (1) attendance at Pre-Bid Meeting, (2) the lowest total price, (3) the most responsive qualified bidder, (4) the completeness and verification of the Bidder Questionnaire, and (5) feedback received from reference checks.

The City reserves the right to request additional follow-up information or request a physical visit to the Contractor’s facilities if deemed necessary.

Bids are solicited on a Unit Base. Failure to submit bids for all items and quantities listed in any geographic section shall be cause for rejection of the bid for that section.

END OF SPECIFICATIONS