

REQUEST FOR PROPOSAL



SUMMERVILLE
FLOWERTOWN IN THE PINES *South Carolina*

**TOWN OF SUMMERVILLE
PUBLIC WORKS**

**VEHICLE WASH RACK
UPGRADE**

Prepared for:

Russ Cornette, Town Engineer

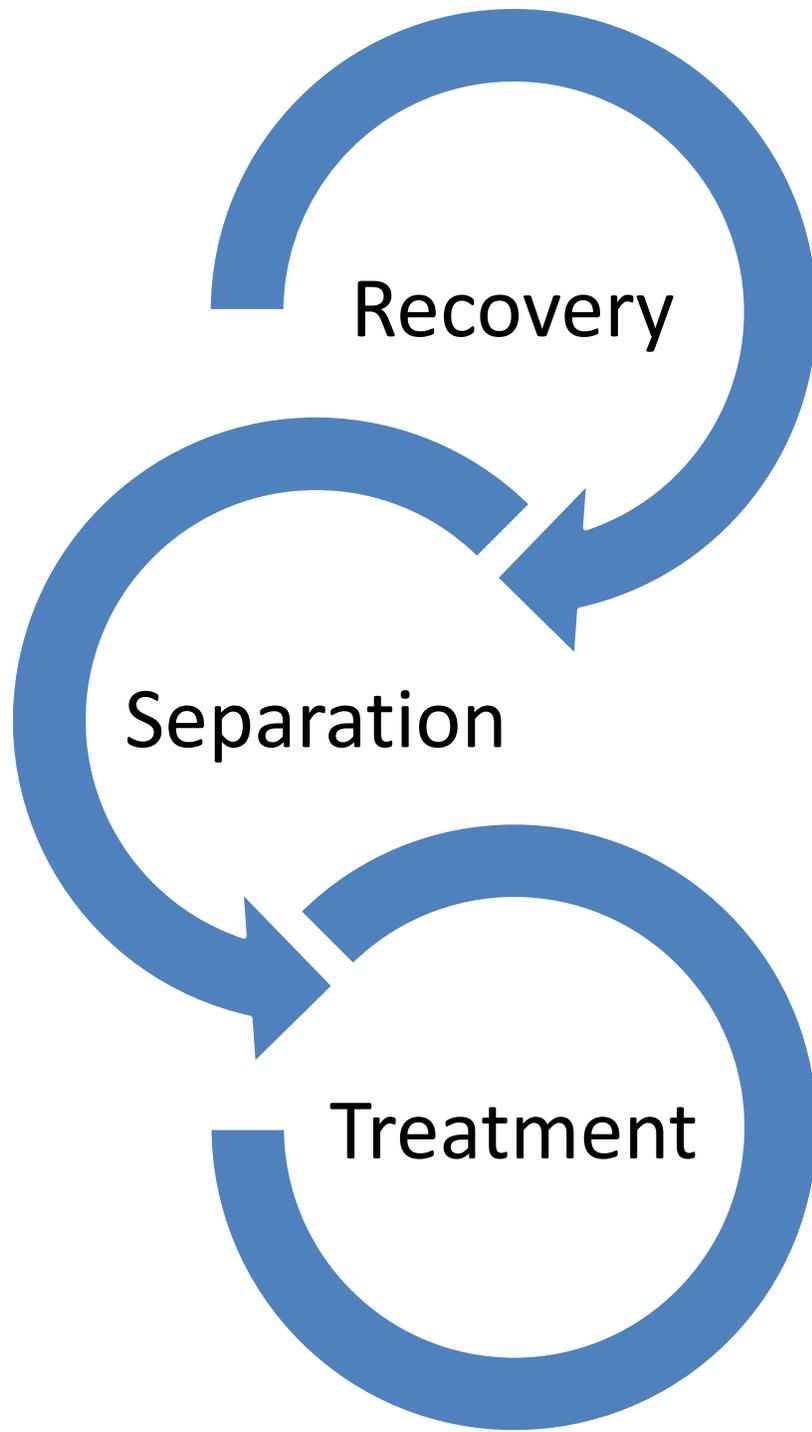
Prepared by:

Daniel Corbin

Town of Summerville

Submitted on:

July 29th, 2015



REQUEST FOR PROPOSAL

TOWN OF SUMMERVILLE PUBLIC WORKS UPGRADE WASH RACK AT VEHICLE MAINTENANCE SHOP

DUE: October 1, 2015 at 4:00 PM (EST)

Town of Summerville Department of Public Works intends to upgrade/construct a large vehicle (truck wash) at the Public Works Maintenance Shop. This request for proposal (RFP) is to procure design, construction and permitting of Large vehicles (Truck wash). Contractor is to coordinate the design and permitting phase of this project and to provide approved design and project construction.

SUMMARY OF WORK:

This Statement of Work (SOW) outlines the requirements for design and construction of a 40W x 60L x 20H-foot canopy style roof attached to an existing building with the approximate nominal dimensions. The wash rack shall consist of one roof, with an attached ceiling lights with timer and fluid/water control curbing able to withstand track equipment. The wash rack shall be connected to wastewater service, LED lighting with timer, GFCI electrical outlets and concrete bollards. Remove existing catch basin and excavate for a new approx 48"W x 60"H-inch x 10-foot trench drain complete with grating suitable for heavy equipment and 1100/400 gallon combo OWS catch basin with solid lids and 300 gallon Lift Station with solid lid to sewer connection. The Contractor shall ensure that the wash rack is complete and fully functional at the time of final inspection by the Town.

The Contractor shall be responsible for obtaining a building permit from the Town of Summerville and assuring that all work is completed in accordance with the appropriate codes and requirements.

A non-mandatory, pre-proposal conference and walkthrough will be available to interested contractors. Attendance is strongly encouraged. The walkthrough will consist of a meeting at the Public Works Maintenance Shop on 09/08/2015 at 10:00 am.

Optional Item: An installed underbody truck sprayer is an optional item that will be priced separately from the wash-rack building. See optional item in the attached plans.

1.1 GENERAL:

1.2 Project Location and Contact Information:

Town of Summerville Department of Public
Works Maintenance Shop
1105 Yancy Street,
Summerville, SC
29483

Project Point of Contact:

Town of Summerville Engineer: Russ Cornette
Maintenance Supervisor: Daniel Corbin

1.2

Codes and Regulations: The Contractor will be responsible for proper fabricating, erecting, and fitting of the various systems required and described herein. The Contractor shall ensure that all work and installations comply with Town of Summerville requirements and that all appropriate permits are secured. The Contractor is also responsible for coordinating all required inspections with the Town of Summerville.

1.3 Town Provided Drawings: The wash rack facility layout included in the attached plans identifies and shows the approximate locations of main facility components and equipment. The Contractor shall be responsible to include any additional items required to provide a

complete and fully operational system/structure at no additional cost to Town of Summerville. All construction must meet the technical specifications of this document and Town of Summerville standards.

1.4 Design Submittals: The Contractor will submit the following to TOS engineer for review and acceptance prior to construction:

- Appropriate drawings and plans for all structures, plumbing, electrical and other appurtenances. Calculations and drawings shall be stamped and signed by a Professional Engineer, licensed in the State of South Carolina.
- Product information for all pertinent materials, equipment and control systems proposed for use.
- Submittal items from general catalogs shall have specific items individually identified by highlighting or arrows. Submittals shall be concise, referenced to codes, and readily identifiable upon initial review. Material or equipment items for which capacity, sizing, or rating calculation is required shall be accompanied with detailed technical calculations supporting the submitted material. Units utilized in calculations shall be identical to catalog data provided as part of the material submittal for ready Inspection of alignment between the data and the calculated requirement.
- The Contractor will submit three references from past project owners for facilities substantially similar to the wash rack specified herein of which they were the contractor.

1.5 Design Corrections: The Contractor shall not construe the Town of Summerville's approval of design submittals as a complete check, but only indications that the general method of construction, materials, detailing and other information adhere to the Town of Summerville requirements. Approval will not relieve the contractor of the responsibility for any errors that may exist. If applicable, the Contractor shall make all corrections required by TOSPW and promptly furnish a corrected submittal. After TOSPW approves a design submittal, TOSPW will not consider any re-submittal for the purpose of substituting materials or equipment unless accompanied by an explanation of why a substitution is necessary.

1.6 Alternates: The Contractor may propose alternate procedures, methods and/or type of materials; however, alternate proposals must meet the objectives and minimum requirements outlined within this SOW and are approved by TOSPW. All materials shall be NEW.

2.1 SCOPE OF WORK:

2.2 Wash Rack: Contractor shall provide all labor, materials and appurtenances required to provide and install a covered drive-in wash rack building as narrated herein. This will be an open bay wash rack with no doors/walls on the ends. Contractor shall provide a bid cost for a 40W x 60L x 20H foot covered drive-in wash rack building with 1 outer wall floor to ceiling. The Contractor shall ensure that the structure is a complete and fully functional at the time of final inspection and acceptance.

3.0 SITE WORK:

3.1 Utilities: The Contractor shall avoid causing damage to existing utilities. If the Contractor damages a marked, known utility, the Contractor shall repair said utility to the previous condition at their expense. If the Contractor damages any utility, the Contractor shall contact Russ Cornette or designee immediately.

- 3.2 **Sub-Grade Preparation:** Site sub-grade will be prepared by Contractor. Excavation and backfill materials will be disposed of or supplied by Contractor.
- 3.3 **Concrete:** Concrete replacement will be performed by Contractor.
- 3.4 **Stub Outs:** TOSPW will supply sanitary sewer, potable water and electrical in the approximate locations shown on the attached plans. The Contractor is responsible for verifying the locations and connecting all utilities to the wash rack building.
- 3.5 **Building Utilities:** The Contractor will supply and install all plumbing, domestic water and electrical appurtenances if needed within the wash rack building envelope.

CONCRETE:

- 4.1 **Concrete Bollards:** The Contractor shall provide and install a minimum of 4 concrete-filled steel pipe protective bollards as illustrated on the Building Plan. Bollards shall be 8-inch steel pipe, schedule 40, at least 6-feet in length with 3-feet above finished grade. Bollard Foundation shall be reinforced concrete with a minimum width of 1-foot in all directions possible. Steel pipe shall be hot-dip galvanized. Bollards shall be painted yellow.
- 4.1a **Curbing:** The Contractor shall provide and install a minimum of 4" high and 12" wide fluid controlled rolled curbing at East and West end of canopy to restrict/prohibit rain water/fluid from entering trench drain. Curbing must be able withstand heavy track equipment.
- 4.2 **Concrete: Design Strength:** All structural concrete shall have a minimum compressive strength of 4000 psi and be accompanied with a letter of supplier certification.

5.1 STRUCTURAL:

- 5.2 **General:** Walls for building shall be steel stud construction with metal siding and sheathing on the exterior and roof. Metal siding shall match existing main building in color. The contractor will provide a design for TOSPW review and approval prior to fabrication. Steel framing shall provide minimum 20-feet of overhead clearance inside the wash rack building.

6.1 PLUMBING:

6.2 Facility Plumbing:

Contractor will provide all piping, connections, fittings, and fixtures as required for complete building drainage function.

The Contractor will supply and install approximant 48-inch wide x 60-inch high x 10-foot long traffic bearing trench drain in the interior of the facility, complete with grating for heavy equipment applications.

Contractor will provide all piping, connections, fittings, and fixtures for drains, as required for complete building drainage function.

7.1 ELECTRICAL:

- 7.2 **Facility Electrical:** All electrical work, equipment, installation and commissioning will comply with Town of Summerville and South Carolina State Department of Labor & Industries requirements. All wiring shall be installed in conduit. No exposed wiring shall be allowed. All outdoor wiring shall be installed in RGS and underground conduits shall be PVC, Schedule 40. All stub-out sleeves from underground shall be RGS.
- 7.3 **Electrical Box:** Contractor will provide and install electrical service breaker box to handle all required electrical requirements needed to operate Wash Facility lighting and electrical.

- 7.4 Wash Rack Lighting:** Provide and install two 150 watt LED high bay lighting fixtures with sixty minute timer installed in the wash rack.
- 7.5 Power Distribution:** The Contractor will provide for power distribution inside the wash-rack building. Provide one GFCI duplex receptacle on existing wall of Maintenance facility center of canopy. Provide two each exterior GFCI receptacles with weatherproof enclosure at east and west end of the wash rack.
- 7.6 Electrical Permit:** The Contractor is responsible for securing required electrical permits and arranging inspections. Electrical inspections will be performed by the Town's Building Inspections Department.

8.1 PERFORMANCE TIMES:

- 8.2 Scheduling:** A pre-construction conference will be held before the contractor starts work. The date for the conference will be determined by the timing of the contract award and will be scheduled by Town Engineer. Contractor shall provide a schedule of project work for approval by TOSPW prior to the pre-construction conference. The contractor shall commence work within 14 calendar days of receiving TOSPW authorization to proceed with the project. The contractor shall have 45 calendar days after the initial 14 day period to complete construction of the project with all punch list items addressed.
- 8.3 Working Hours:** Normal business working hours will be adhered to. Normal business hours are from 7:00 am to 3:30 pm Monday through Friday. Work outside of normal business hours must be requested 48-hours in advance and approved by the Town Engineer.

9.1 ON SITE CONSTRUCTION:

- 9.2 Pollution Abatement:** The Contractor shall perform work in accordance with Town of Summerville and local environmental regulations so as to minimize pollution, degradation, and exploitation of the environment.
- 9.3 Fire Prevention:** The prevention of fire is imperative during construction projects. The Contractor is responsible for enforcing fire safety in their work area. The Contractor must report all fires to the Summerville Fire Department and attempt to extinguish the fire only if it is safe to do so. Go to the nearest phone and notify the Fire Department at 911. Have someone meet the Fire Department upon arrival to provide additional information. The Contractor shall have serviceable fire extinguishers readily available at all times.
- 9.3 Safety Features:** Site Safety, Fire, and Environmental: At any time the construction site and lay-down yard (if applicable) can be inspected by the Town Engineer or designated representative for Fire, Safety, Environmental discrepancies. Electrical extension cords may be used on a temporary basis to power tools and equipment. Do not overload extension cords. Frayed, cut, or spliced extension cords are prohibited. Any discrepancies noted will be fixed immediately. If discrepancies cannot be fixed immediately the Contractor shall remove the items from the installation. Any costs or time delays associated with correcting discrepancies are the sole responsibility of the Contractor. The contractor shall abide by all South Carolina State Department of Labor & Industries regulations regarding safety during the life of the project.

10.1 CONTRACTOR FURNISHED ITEMS AND SERVICES:

- 10.2 General:** The Contractor shall furnish all labor, supervision, tools, materials, equipment, transportation, fuels, lubricants, fluids, solvents, and other supplies and services required to complete work included within the drawings and these specifications. The Contractor shall be responsible for installing and maintaining temporary cords, lines, or other equipment in a

safe condition. Prior to final acceptance, all temporary cords, lines, supplies, solvents, paint, fuel, lubricants, parts, material, tools, and other equipment shall be removed from the project location.

- 10.3 Site Supervision:** The Contractor shall provide a qualified on-site Supervisor at all times.
- 10.4 Safety Briefing:** The Contractor shall receive this briefing at the pre-construction conference prior to the notice to proceed.
- 10.5 Operations:** The Contractor shall confine operations, including material storage, to the area of work indicated in the wash rack facility layout plan. The Contractor will be furnished adequate storage areas for equipment and materials, but shall be responsible for the receipt, unloading, security, and handling of equipment and materials. The Contractor shall coordinate proposed storage areas with the Town Engineer or his designee. The Contractor shall stock and place materials and equipment only in areas specifically approved by the Town Engineer or designee.

11.1 INSPECTIONS:

- 11.2 Preliminary and Final Inspections:** The Contractor shall coordinate all required building permit inspections with the Town of Summerville. TOSPW reserves the right to have an inspector on site at all times during construction. All facility system components will be inspected and fully tested prior to final acceptance by TOSPW.
- 11.3 Workmanship:** All work shall comply with the International Building Code, these specifications and Town of Summerville requirements. All work shall be performed by craftsmen skilled in the applicable trade and shall be supervised by a qualified supervisor. The Supervisor shall be able to speak, understand, and read the English language. The Supervisor shall have a complete and current set of the contract documents and approved submittals on the job site at all times.
- 11.3 Quality Control:** Quality control is the Contractor's responsibility. Inspection or non-inspection by TOSPW representatives of the work does not relieve the Contractor from ensuring that all work complies with the contract documents. It is the responsibility of the Contractor to identify and correct all workmanship problems. Any workmanship problems identified are to be corrected in a timely manner at no additional cost to Town of Summerville.
- 11.4 Protection of Land:** It is intended that land resources within the project boundaries of work performed under this contract be preserved in their present condition or be restored to a condition after completion that will appear to be natural and not detract from the appearance of the project. The Contractor shall remove all vestiges of construction resulting from the contract as directed by TOSPW.

11.5 RFP SUBMITTAL AND GENERAL GUIDELINES

RFP submittal packages shall be submitted no later than **4:00 P.M. on 1st, October 2015.**

11.6 SUBMIT:

Tracy Owens
Town of Summerville Purchasing
200 S. Main Street
Summerville, SC 29483
(843) 851-4201
towens@summerville.sc.gov

Proposals received after the response deadline will not be considered.

Notices related to revisions or updates to this RFP will be provided via e-mail, unless the Proposer requests to receive it by regular mail. Regular mail will be post marked the same date any e-mails are sent.

11.7 PRE-PROPOSAL MEETING

A pre-proposal meeting can be arranged with the Town Engineer at Town of Summerville Public Works 843-871-6000 to provide an overview of the proposed project and answer questions from potential Contractors. A pre-proposal meeting is not required, nor is it tied to the evaluation process.

11.8 TOWN PROJECT MANAGER

Work performed under the resulting agreement shall be under the direction of Town of Summerville Department of Public Works Project Coordinator. Please direct questions and inquiries regarding the request for qualifications to:

Russ Cornette
Project Coordinator
Town of Summerville
Public Works Department
200 S. Main Street
Summerville, SC 29483
(843) 871-6000
RCornette@summerville.sc.gov

11.9 ANTICIPATED RFQ SCHEDULE

The following schedule has been established for the submission and evaluation of the RFP and selection of the Consultant. These are tentative dates only and the Town reserves the right to adjust these dates at its sole discretion:

- Pre-proposal meeting: September 8th, 2015 @ 10:00am, 1105 Yancy Street, Summerville, SC
- RFP due: October 1st, 2015 @ 4:00pm, 200 S. Main Street, Summerville, SC
- Announce final selection by: October 7th, 2015

- Contract negotiation complete by: October 7th, 2015
- Town Council approval: October 14th, 2015
- Notice to Proceed: October 15th, 2015
-

12.0 ACCEPTANCE/REJECTION OF RESPONSES

The Town reserves the right and holds at its discretion the following rights:

- To waive any or all informalities in RFP.
- To reject any or all responses.
- To issue subsequent requests.

12.1 PAYMENT CONTRACT

A Town of Summerville Contract will be utilized for this project.

12.2 RFP Submittal Content

To be considered responsive to this RFP, the Proposers RFP must follow the directions represented and include the information required below.

Submit one (1) original (containing original signatures) and five (5), individually bound copies of the RFP. Provide clear distinction between the original RFP and the copies.

12.3 RFP COVER AND COVER LETTER

CLEARLY LABEL THE RFP COVER AND THE SUBJECT LINE IN THE COVER LETTER WITH "RFP - VEHICLE WASH RACK. THE COVER LETTER SHALL BE LIMITED TO ONE PAGE AND SHALL; IDENTIFY THE CONSULTANT NAME AND CONTACT PERSON WITH HIS/HER TITLE; INCLUDE ADDRESS, MAILING ADDRESS, E-MAIL ADDRESS, AND PHONE NUMBER, FOR THE CONTACT PERSON; AND INCLUDE THE NAME OF THE PROPOSED PROJECT MANAGER. A DULY AUTHORIZED OFFICER, EMPLOYEE, OR AGENT OF THE CONSULTING FIRM MUST SIGN THE COVER LETTER.

12.4 CONSULTANT COMPANY STRUCTURE

Please provide the company structure including names of lead persons with titles and general project responsibilities, and the physical location of each lead person. Provide the names for each sub-consultant. Discuss the firm/company ability to actively perform the proposed work and provide a statement which clearly conveys the ability of all proposed project personnel to accept responsibility for completing the project in view of the firm's current and projected work load.

12.5 PAST PERFORMANCES/REFERENCES

References shall be used to verify the accuracy of information provided by the Proposer, which may affect the rating of the Proposer. Provide five recent references who may be contacted concerning your firm's/company's performance with regard to the Scope of Work. In listing the references, include the name of the client, mailing address, fax number, telephone number, e-mail address, contact person, and the specific work your firm did for the client. The Town reserves the right to contact references other than those submitted by the respondent.

12.6. Consultant Selection Process

A team of Town staff will evaluate the RFPs, and conduct interviews according to the consultant evaluation criteria process described below:

12.7 EVALUATION CRITERIA

The RFPs will be evaluated and ranked based on the criteria listed below. The Town reserves the right to give each criterion such weight as it deems appropriate.

- Experience and background of the project manager on similar projects and with proposed company members.
- Experience and background of key personnel on similar projects.
- Company's previous working relationships and/or relevance to teaming on this project.
- Experience with Town of Summerville plans, specifications, and construction practices.
- Experience with environmental planning and permitting processes.
- Construction Management experiences with municipal projects.

- Quality assurance/quality control program.
- Experience with project management and project delivery.
- Familiarity with relevant Federal, State, and Town of Summerville codes and standards.
- Past Performances/references.

13.1 TOWN CONTACT INFORMATION

Questions regarding technical aspects of this project should be directed to Russ Cornette, Public Works Engineer, at (843) 871-6000.

Questions regarding the RFQ process or contracting should be directed to Tracy Owens, Purchasing Agent, Town of Summerville Purchasing Office at (843) 871-6000.

CAPITAL PROJECT CONTRACT (Sample)

THIS CONTRACT is entered into in duplicate originals between the Town of Summerville, a municipal corporation, with its principal offices at 200 S. Main Street, Summerville, South Carolina 29483, hereinafter called the OWNER, and, located at, hereinafter the CONTRACTOR.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

SECTION 1. DURATION OF CONTRACT

- The term of this Contract shall commence upon the effective date set forth below. The CONTRACTOR shall substantially complete all Work required under this Contract within a period of calendar days from the Start Date stated in the written Notice to Proceed referenced in Section 5. Completion and closeout of this Contract shall occur calendar days after timely substantial completion, except as provided in Section 10 below. Time is of the essence in the performance of this Contract.
- The term "Substantial Completion" as used in this Contract means that stage in the progress of the Work where the OWNER has full and unrestricted use and benefit of the facilities for the purposes intended and only minor incidental work, replacement of temporary substitute facilities or minor correction or repair remains to physically complete the total contract. The term "Notice to Proceed" means a written notice from the OWNER to the CONTRACTOR that defines the date on which the Work under the Contract is to start.

SECTION 2 DESCRIPTION OF THE WORK

- The CONTRACTOR shall do all Work necessary to complete The Work shall consist of:
- The CONTRACTOR shall do all Work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents, including, but not limited to, any drawings, specifications, addenda thereto, and all terms and conditions contained in the Call for Bids, Instructions to Bidders and Bid documents. Specific items considered to be Project Documents and project drawings listed herein, which Project Documents are incorporated herein by reference. Further, the CONTRACTOR shall perform any alterations in or additions to the Work covered by this Contract and any extra Work which may be ordered as provided for in this Contract if requested to do so by the OWNER pursuant to Section 16.
- The CONTRACTOR shall perform according to standard industry practice for the requested Work specified in this Contract.
- The CONTRACTOR shall complete its Work in a timely manner and in accordance with the agreed schedule submitted by the CONTRACTOR and approved by the OWNER.

- e. The CONTRACTOR shall, from time to time, during the progress of the Work, confer with the OWNER. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the OWNER.

SECTION 3. CONTRACT REPRESENTATIVES

- a. Each party to this Contract shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

For CONTRACTOR:

Name of Representative:

Title:

Mailing Address:

City, State and Zip Code:

Telephone Number:

Fax Number:

E-mail Address:

- ii. For OWNER:

Name of Representative:

Title:

Mailing Address:

City, State and Zip Code:

Telephone Number:

Fax Number:

E-mail Address:

- b. All instructions, modifications, and changes to the Contract shall be conveyed to the CONTRACTOR through the OWNER'S REPRESENTATIVE. Any work executed upon the direction of any person or entity other than the OWNER'S REPRESENTATIVE may be considered defective and will be performed without reimbursement for said work to the CONTRACTOR. The OWNER'S REPRESENTATIVE shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

SECTION 4. CONTRACT AMOUNT

The OWNER hereby agrees to pay the CONTRACTOR according to the CONTRACTOR's Bid in the amount of (including accepted alternates and excluding South Carolina State Sales Tax (WSST)), at the time and manner and upon the conditions provided for in this Contract.

SECTION 5. NOTICE TO PROCEED

The TOWN shall issue a Notice to proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond (or 50% letter if contract amount, including SCSST, is \$25,000 or less), a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

SECTION 6. PAYMENT

- a. At least ten (10) calendar days before the first Application for Payment, the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE a Schedule of Values which allocates the total cost of the project to various categories. This schedule, unless returned for revision by the OWNER'S REPRESENTATIVE, shall be used as the OWNER'S REPRESENTATIVE'S basis for reviewing the CONTRACTOR'S Applications for Payment. For contracts using unit pricing, the unit pricing schedule provided in the CONTRACTOR'S bid shall be used by the OWNER'S REPRESENTATIVE as the basis for reviewing the CONTRACTOR'S Applications for Payment.
- b. At monthly intervals, unless determined otherwise by the OWNER, the CONTRACTOR shall submit to the OWNER an Application for Payment. An Application for Payment is a written request submitted by the CONTRACTOR to the OWNER for payment of Work. The Application shall be submitted on a form reviewed and approved by the OWNER'S REPRESENTATIVE. Within thirty (30) calendar days of receiving an Application for Payment, the OWNER shall pay ninety (90) percent of the Application for Payment if such Application is acceptable to the OWNER. **Ten (10) percent of the Application for Payment amount shall be retained in accordance with final completion and acceptance of project.** No Application for Payment will be considered until all schedules have been met and other documentation required by the Project Documents have been submitted.
- c. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may be similarly made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored off site shall be conditioned upon compliance by the CONTRACTOR with procedures satisfactory to the OWNER to establish the OWNER's title to such material and equipment or otherwise protect the OWNER's interest.
- d. No certificate given or payment made shall be evidence of the performance of the Contract, either wholly or in part, against the claim of the OWNER to the contrary, and no payment will be construed to be an acceptance of any defective Work which may before or afterward appear.
- e. Neither OWNER nor OWNER'S REPRESENTATIVE shall have an obligation to pay or to see the payment of money to a subcontractor except as may otherwise be required by law.

SECTION 7. PERFORMANCE AND PAYMENT BOND

CONTRACTOR shall make, execute, and deliver to the OWNER a performance and payment bond for the contract amount of \$ (including SCSST). This bond shall also cover all approved change orders. The bond must be submitted within ten (10) days after notice of the award, exclusive of the day of notice. If the bidder to whom the contract is awarded fails to enter into the contract and provide the performance bond as required the amount of the bid deposit will be forfeited to the Town and the contract awarded to the next lowest and best bidder.

SECTION 8. FINAL COMPLETION AND FINAL PAYMENT

- a. Upon receipt of a final Application for Payment, the OWNER'S REPRESENTATIVE will promptly make a final inspection and, when the OWNER'S REPRESENTATIVE finds the Work acceptable under the Project Documents and the Contract fully performed, the OWNER will promptly issue final payment.
- b. Before final payment, the CONTRACTOR shall furnish to OWNER or the OWNER'S REPRESENTATIVE, in addition to the other documents required by the Contract, record drawings of changes from the construction drawings showing deviations in a manner requested by the OWNER or the OWNER'S REPRESENTATIVE, and originals of all warranties for such equipment and materials where warranties are specified in the Contract.

SECTION 10. RETAINED PERCENTAGE

- a. The OWNER shall release any retained percentage withheld in the manner set forth in Section 6.b., if after sixty (60) calendar days of final completion and acceptance of all contract Work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt of by the OWNER of an "Affidavit of Wages Paid" from L&I. The provisions of this paragraph shall supersede any other conflicting provisions.

SECTION 11. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the OWNER, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the services rendered under this contract by the CONTRACTOR, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable. PROVIDED HOWEVER, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the OWNER, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents, or subcontractors.
- b. In any and all claims against the OWNER, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 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 subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing Work hereunder.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

SECTION 12. INSURANCE

- a. **Workers' Compensation and Employer's Liability:** The CONTRACTOR shall maintain workers' compensation insurance as required by SC Law, and shall provide evidence of coverage to the OWNER. If this contract is over \$50,000, then the CONTRACTOR shall also maintain Employees Liability Coverage with a limit of not less than \$1 million.
- b. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than Two Million Dollars (\$2,000,000.00) per loss. The general aggregate limit shall apply separately to this Contract and be no less than Five Million Dollars (\$5,000,000.00).

The CONTRACTOR will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage. Coverage shall include liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; or premises owned, leased, or used by the CONTRACTOR.

- c. **Automobile Liability**
The CONTRACTOR shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages and an aggregate limit of at least \$2,000,000.00. Coverage shall include owned, hired and non-owned automobiles.
- d. **Builders Risk:**
 - A. Contractor shall purchase and maintain, until final acceptance by the Owner, property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
 - B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.
 - C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's sub consultants, separate contractors, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by

endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

D. Other Insurance Provisions

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the OWNER, its elected and appointed officers, officials, employees and agents.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the OWNER, its officers, officials, employees and agents as additional insured with respect to performance of services.
- iii. The CONTRACTOR'S Commercial General Liability insurance shall contain no special limitations on the scope of protection afforded to the OWNER as additional insured.
- iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER, its officers, officials, employees, or agents.
- v. The CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- vi. 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 subject to all of the requirements stated herein.
- vii. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- viii. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced as well as the verification sent to the OWNER.

Verification of Coverage and Acceptability of Insurers:

The CONTRACTOR shall place insurance with insurers licensed to do business in the State of South Carolina and having the Best Company ratings, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of South Carolina.

- i. The CONTRACTOR shall furnish the OWNER with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required before the effective start date of the contract. The certificate will at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) calendar days prior written notice to the OWNER. Any certificate or endorsement limiting or negating the insurer's obligation to notify the OWNER of cancellation or changes shall be altered so as not to negate the intent of this provision.

- ii. The CONTRACTOR shall furnish the OWNER with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the OWNER as an additional insured or an Additional Insured Endorsement page.
- iii. Certificates of Insurance shall show the Certificate Holder as "Town of Summerville"
- iv. and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.

- v. The CONTRACTOR shall request that their South Carolina State Department of Labor and Industries, Workers Compensation Representative send written verification to Town of Summerville that CONTRACTOR is currently paying Workers Compensation within ten (5) calendar days after the effective date of the Contract.

- vi. Written notice of cancellation or change shall be mailed to the OWNER at the following address:

Attn: Ben Bunting
Administrative Services
200 S. Main Street
Summerville, South Carolina 98366

- vi. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Town of Summerville Safety Manager.

SECTION 13. CONTRACTOR RESPONSIBILITY FOR WORK

- a. The CONTRACTOR shall supervise and direct all Work herein using the CONTRACTOR'S best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work herein.
- b. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of the CONTRACTOR'S employees, agents, subcontractors and their agents and employees, and any other person performing Work under a contract with the CONTRACTOR.

SECTION 14. WARRANTY

In addition to any special warranties provided elsewhere in the Project Documents, the CONTRACTOR warrants to the OWNER and OWNER'S REPRESENTATIVE that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Project Documents, and that the Work will conform with the requirements of the Project Documents as described herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and may be rejected. The CONTRACTOR'S warranty excludes remedy for damage caused by abuse, improper or insufficient maintenance, or improper operation. If required by the

OWNER'S REPRESENTATIVE or OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided.

SECTION 15. SALES TAX AND OTHER FEES

The CONTRACTOR shall pay South Carolina State sales tax and any other tax, and shall secure and pay for permits as indicated in the general conditions.

SECTION 16. CHANGES

Changes to the contract shall be governed in accordance with Part 6, of the General Conditions for Town of Summerville Facility Construction.

SECTION 17. CHANGE ORDER PRICING

- a. The value of any Work covered by Change Order, or of any request for an equitable adjustment in the Contract Amount, shall be determined by one or more of the following methods:
 1. Lump sum;
 2. Unit price; or
 3. Fixed or percentage fee.
- b. Charges for the Work covered by an approved change shall be submitted by the CONTRACTOR to the OWNER on breakdown sheets for change proposal submittal and the proposals shall be prepared in a manner consistent with the Project Documents.

SECTION 18. TERMINATION

- a. The OWNER may terminate this Contract in whole or in part whenever the OWNER determines, in its sole discretion that such termination is in the best interests of the OWNER. The OWNER may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the CONTRACTOR. In that event, the OWNER shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 7 of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the OWNER may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the OWNER to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the OWNER, the OWNER may terminate this Contract, in which case the OWNER shall pay the CONTRACTOR only for the

costs of services accepted by the OWNER, in accordance with Section 7 of this Contract. Upon such termination, the OWNER, at its discretion, may obtain performance of the Work elsewhere or seek recourse against the performance and payment bond. The CONTRACTOR shall bear all costs and expenses incurred by the OWNER in completing the Work and all damage sustained by the OWNER by reason of the CONTRACTOR'S breach.

SECTION 19. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of this Contract does not constitute a waiver of such provisions for future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

SECTION 20. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the OWNER. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the Work performed under this Contract does not include any OWNER benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Town of Summerville employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the OWNER, unless otherwise directed by the terms of this Contract.
- d. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the OWNER'S REPRESENTATIVE or designee.

SECTION 21. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

SECTION 22. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 23. DISPUTES

Disputes or claims arising from contract shall be governed in accordance with Part 8 of the General Conditions for Town of Summerville Facility Construction.

SECTION 24. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of South Carolina, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of South Carolina, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Town of Summerville, South Carolina.

SECTION 25. SUCCESSORS AND ASSIGNS

The OWNER, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other Party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants of this Contract.

SECTION 26. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the United States or the State of South Carolina, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

SECTION 27. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

SECTION 28. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 3. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

SECTION 29. INSPECTION

The OWNER or the OWNER'S REPRESENTATIVE shall have the right (a) to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity

or agency to the CONTRACTOR, its delegates, or subcontractors, which are applicable to the performance of this Contract, and (b) to inspect all Work and Materials for conformity with the Contract terms. The CONTRACTOR shall be responsible for ensuring the Work and materials conform to the Contract terms even if the OWNER or the OWNER'S REPRESENTATIVE conducts any inspection of the same.

SECTION 30. MODIFICATION

Except as provided in Section 16, all amendments or modifications to the Contract shall be in writing, signed by both parties, and attached to this Contract.

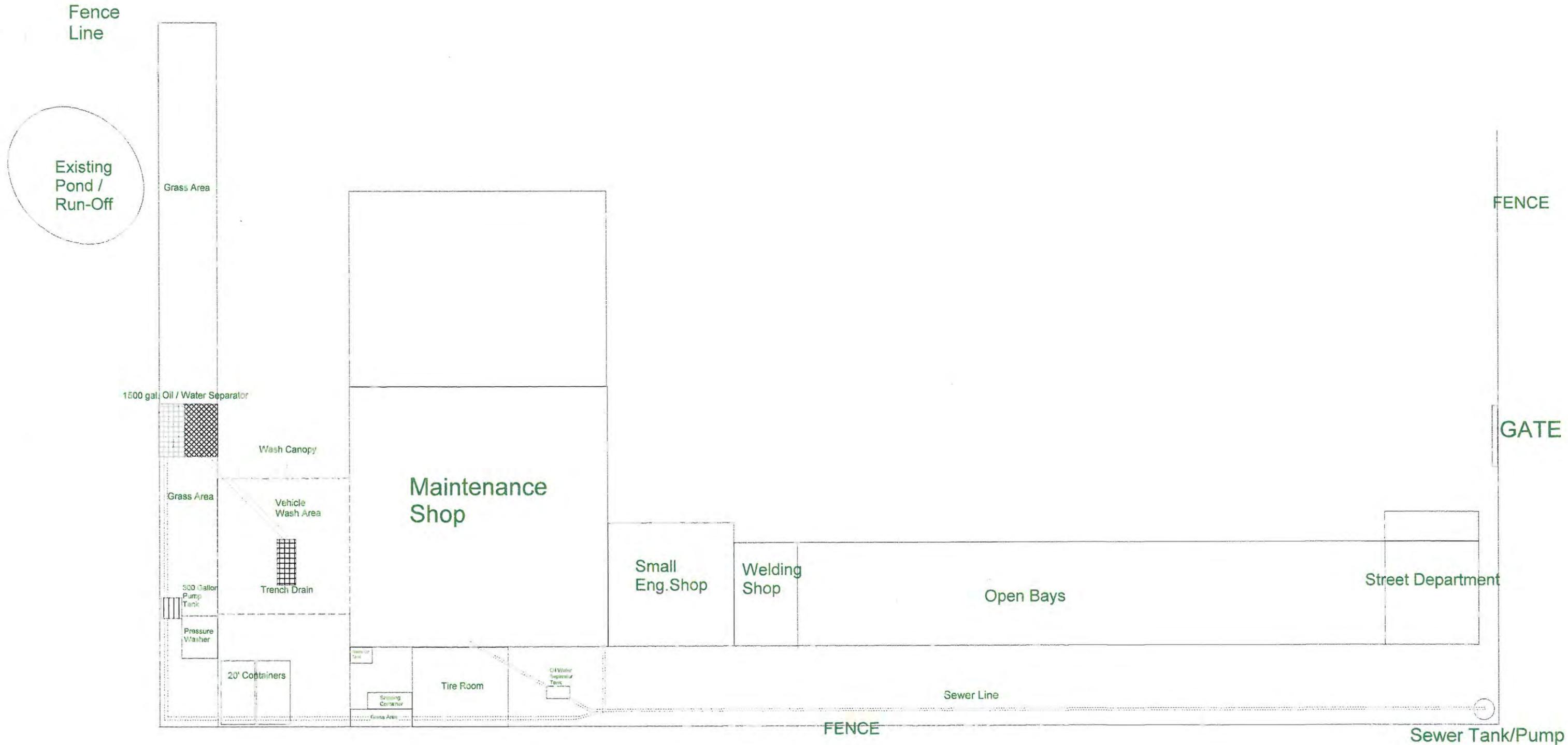
SECTION 31. LIQUIDATED DAMAGES

Upon written notice by the OWNER, liquidated damages at a rate of \$5,000 per working day or any portion thereof will be assessed against the CONTRACTOR for late performance or delay in the substantial completion of the work to be performed under this Contract. This provision in no way limits the OWNER's right to seek damages for the CONTRACTOR's breach of any other of its obligations under this Contract pursuant to Section 18 of this Contract or to actual damages for the CONTRACTOR's failure to achieve final completion within the time set forth in Section 1.

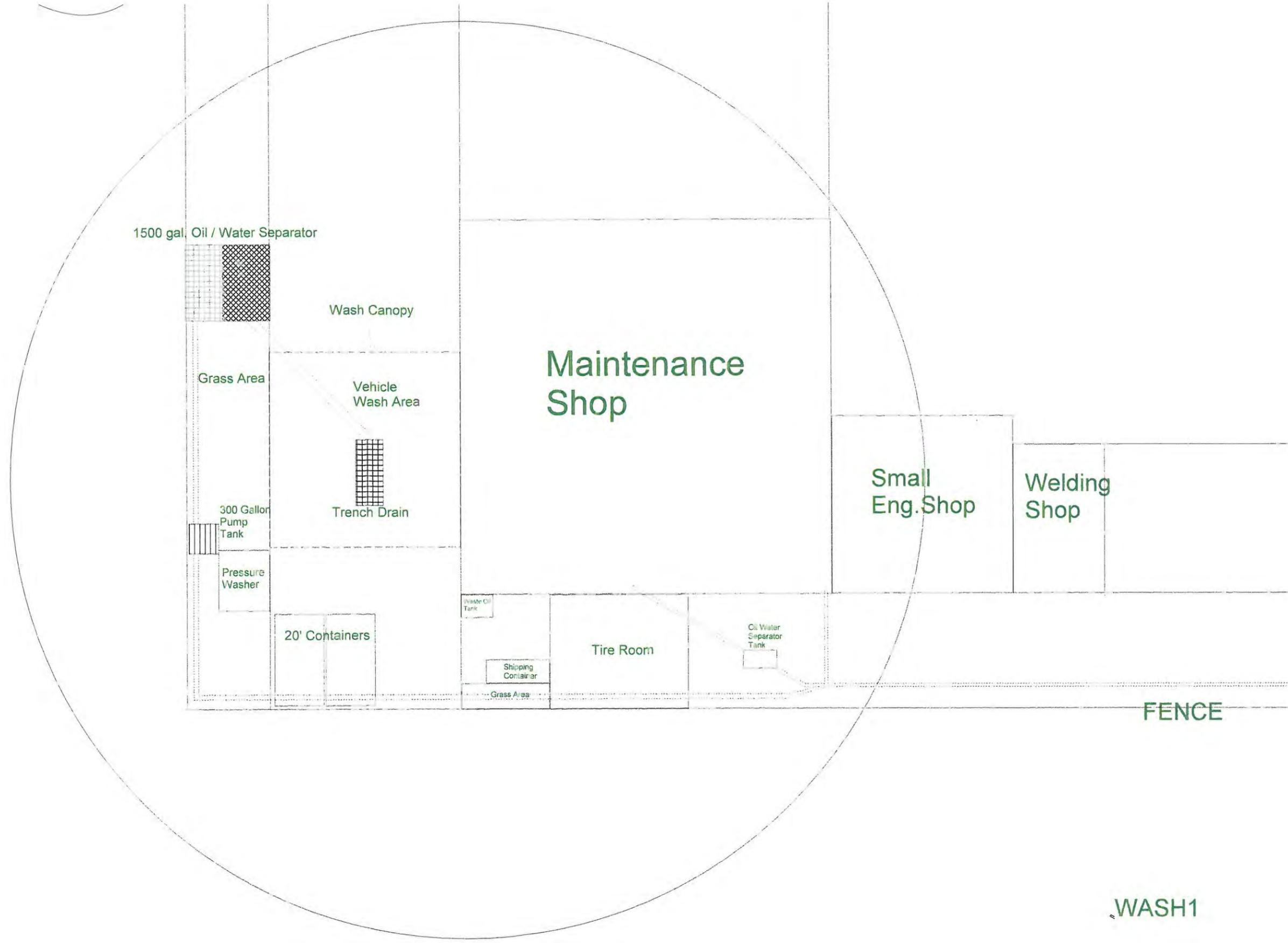
SECTION 32. CONTRACTS PROVISION

The event language in this Contract conflicts with the requirements in the Project documents, the language in the Contract controls. Contract is executed by the persons signing below who certify that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

This Contract shall take effect this 1st day of October, 2015.



WASH1



1500 gal. Oil / Water Separator

Wash Canopy

Maintenance Shop

Grass Area

Vehicle Wash Area

Trench Drain

Small Eng. Shop

Welding Shop

300 Gallon Pump Tank

Pressure Washer

20' Containers

Waste Oil Tank

Tire Room

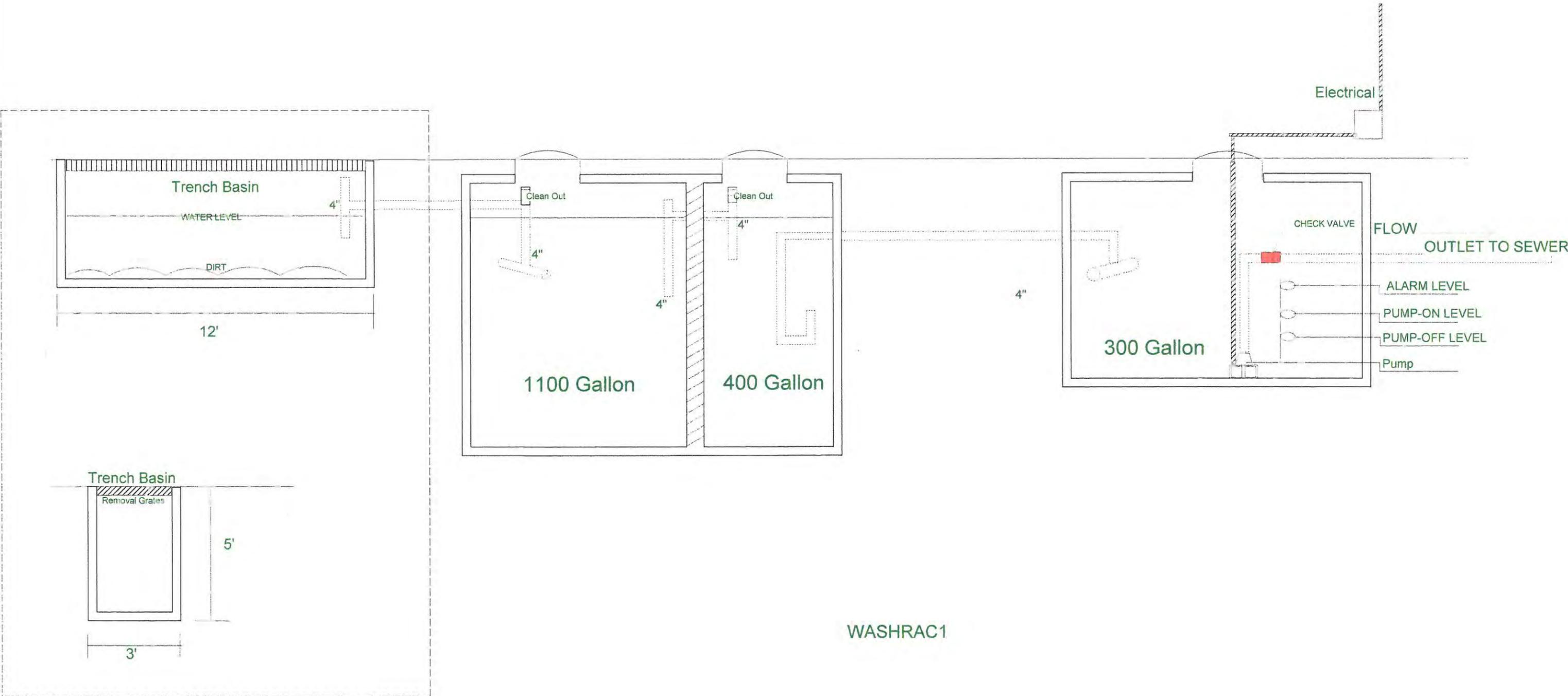
Oil Water Separator Tank

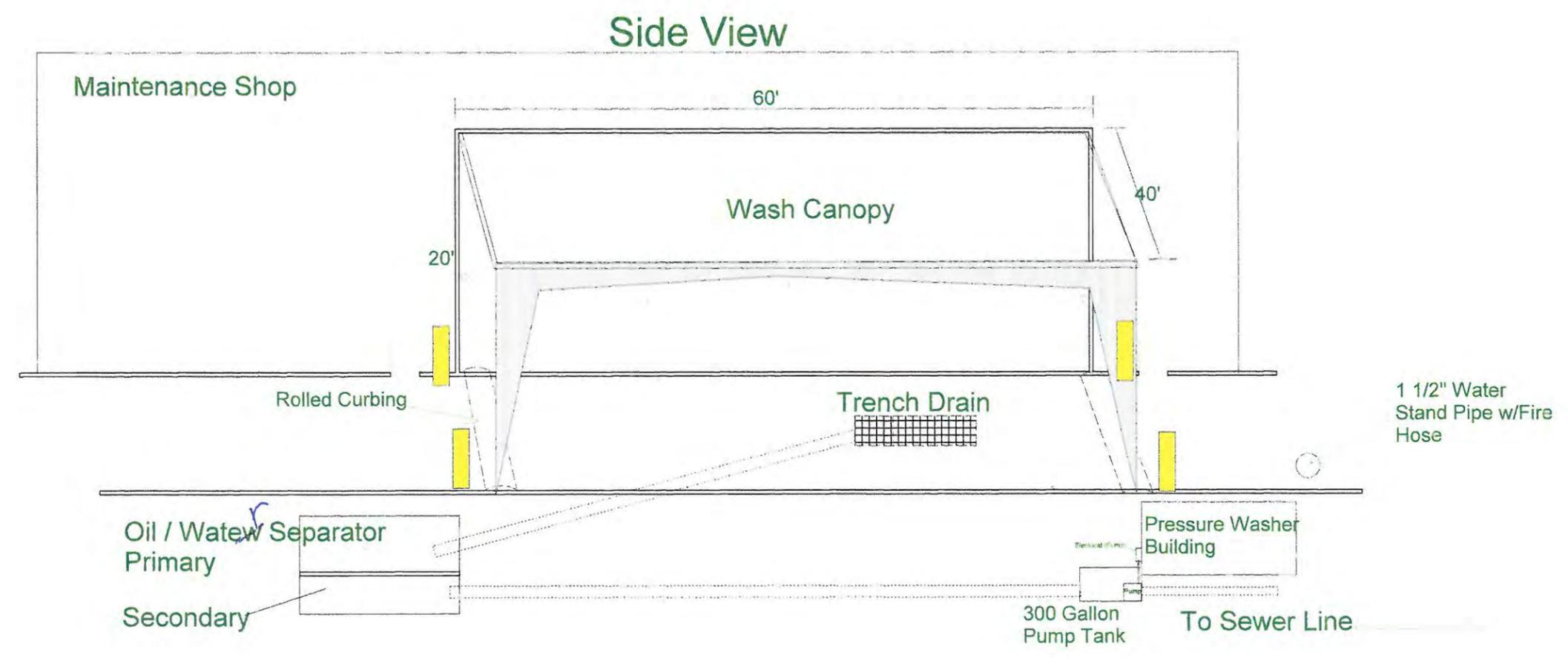
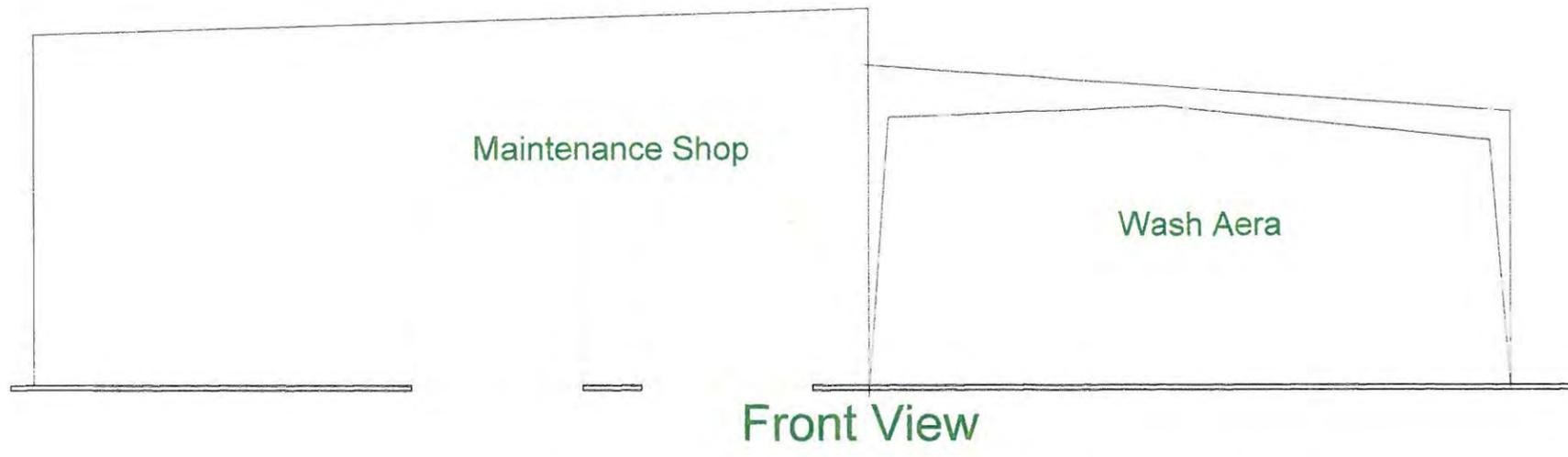
Shipping Container

Grass Area

FENCE

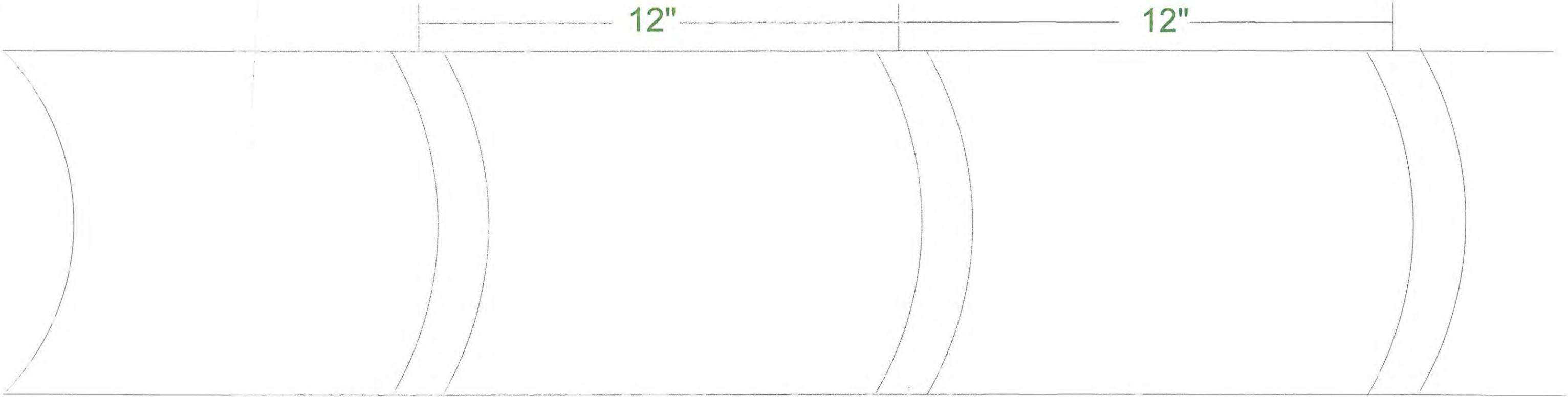
WASH1





WASH2

Rolled Concrete Curbing



1/2" Steel Plate

1/2" Steel Plate

Steel Rod

1/2" Steel Plates

