

PART 14: INSTRUCTIONS TO BIDDERS
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CITY OF COLUMBIA REGULATIONS
PART 14
INSTRUCTIONS TO BIDDERS

14.1 RECEIPT AND OPENING OF BIDS

14.1.1 The Mayor and City Council of The City of Columbia, S.C. (herein called the "Owner"), invite bids on the forms included in the Bidding Documents, all blanks of which must be appropriately filled in. BID #XXX-XX-XX-XXX will be received electronically via Bid Online until 2:00 o'clock P.M. EST, XXXXXX, 20XX, and then at said office publicly opened and read aloud.

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 Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.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

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

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

14.2 PREPARATION OF BID

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

14.2.2 Each bidder, whether a resident or nonresident of this State and whether a license has been issued to him or not, is required to show evidence of being licensed before his bid for this project is opened or considered by affixing the bidder's South Carolina Contractor's license number on the outside of the sealed bid envelope. If such information is not provided, the bid will not be opened or considered by the owner.

14.2.2.1 All bidders must fully comply with S.C.Code Ann Section 40-11-5, et.seq. (CumSup. 1998).

- 14.2.3 Bids which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders may be rejected at the option of the Owner.
- 14.2.4 The correct total amount bid for the complete work is defined as the correct sum total of the amounts bid for the individual items in the Proposal. The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item times the unit bid price. In case of error in the extension of prices, the UNIT PRICE will govern. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.
- 14.2.5 Bidders or their authorized agents are expected to examine the site, the maps, drawings, specifications, circulars, schedule and other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error in the bid.
- 14.2.6 If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a bidder from submitting alternative bids when called for. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work.
- 14.2.7 Each bid shall be accompanied by a bid bond using the form contained in the contract (BID BOND pages 1 and 2) and executed by a bonding company duly authorized and licensed to do business in the State of South Carolina, or by a certified check payable to the order of The City of Columbia, and drawn upon a national bank or a bank and trust company doing business in the State of South Carolina, in an amount equal to five (5) percent of the amount of the bid, as evidence of good faith by the bidder. The deposits of the three lowest bidders will be held until the successful bidder has entered into a contract and furnished bond, or all bids have been rejected. FAILURE TO USE THE BID BOND FORM CONTAINED IN THE BID PROPOSAL FORMS (BID BOND, PAGES 1 & 2), WITHOUT MODIFICATION, WILL RESULT IN REJECTION OF THE BID.
- 14.3 ADDENDA AND INTERPRETATIONS
- 14.3.1 If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the City Engineer a written request for an interpretation thereof. The persons submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.
- 14.3.2 The estimated quantities contained in the proposal are for the purpose of comparing bids. These quantities are not guaranteed and payment will be made on the basis of the work as actually executed at the unit price in the proposal as accepted.

- 14.4 TIME FOR RECEIVING BIDS - Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered.
- 14.5 WITHDRAWAL OF BIDS - Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- 14.6 BIDDERS PRESENT - At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.
- 14.7 TELEGRAPHIC MODIFICATION - Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition and subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, consideration may not be given to the telegraphic modification, unless it is to the best interest of the City.
- 14.8 QUALIFICATIONS OF BIDDER
- 14.8.1 The owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as the Owner may request.
- 14.8.2 The Owner reserves the right to reject any bid if the evidence, submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 14.9 BUSINESS LICENSE
- 14.9.1 Every contractor *** maintaining an office or offices or place of business in the City of Columbia, who for a fixed price, commission, fee or wage, or other consideration, undertakes to construct or supervise the construction, alteration, or repair of any building or to provide any type of contractual services whatsoever shall pay a license fee as follows on his gross contract business done inside and outside of the City of Columbia:
- 14.9.1.1 On gross contract business not exceeding \$25,000.....\$60.50

- 14.9.1.2 On each additional \$1,000 or fraction thereof of gross contract business physically performed within the City of Columbia.....90
- 14.9.1.3 On each additional \$1,000 or fraction thereof of gross contract business physically performed outside the City of Columbia on which a license fee has not been paid to a city or town.....12
- 14.9.2 Every contractor *** who does not maintain an office or place of business in the City of Columbia, but who, for a fixed price, commission, fee or wage, or other consideration undertakes to construct or supervise the construction, alteration, or repair of any building or to provide any type of contractual services whatsoever, shall pay a license fee as follows on his gross business performed within the corporate limits of the City of Columbia:
- 14.9.2.1 On gross contract business not exceeding \$25,000.....\$90.75
- 14.9.2.2 On each additional \$1,000 or fraction thereof gross contract business..1.80
- 14.9.3 The total license fee for the full amount of the contract(s) shall be paid to the City before any part of the contract(s) is executed. The license that is issued will permit the contractor to complete the job(s) for which the original license was issued even though the work is continued after the thirty-first day of December of any year.
- 14.10 BID SECURITY - Each bid must be accompanied by a certified check or by a bid bond using the form contained in the contract (BID BOND pages 1 and 2) for an amount equal to at least five (5) percent of the amount of the bid, to guarantee that the successful bidder will, within ten (10) days from the date of the notice of award of contract, enter into a contract with the Owner, and execute to said Owner a performance and payment bond, the said contract and bond to be in the form set forth in the contract, bond and specifications referred to in the Advertisement for Bids. If for any reason whatever, the Bidder withdraws from the competition after opening of the bids, or refuses to execute the required contract and performance and payment bond, if his bid is accepted, the Owner may retain the amount of the certified check, or proceed on the bid bond.
- Such checks or bid bonds will be returned to all except the three lowest bidders within one week after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the successful bidder have executed the contract. FAILURE TO USE THE BID BOND FORM CONTAINED IN THE BID PROPOSAL FORMS (BID BOND, PAGES 1 & 2), WITHOUT MODIFICATION, WILL RESULT IN REJECTION OF THE BID.
- 14.11 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT - The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages, for such failure or refusal the security deposited with his bid.
- 14.12 TIME OF COMPLETION AND LIQUIDATED DAMAGES - Bidder must agree to commence work on or before a date to be specified in a written "Notice to

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

14.13 CONDITIONS OF WORK

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

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

14.14 SUBSURFACE EXPLORATION - All information available to the Owner, if any, on subsurface conditions will be made available for examination by prospective bidders. However, it is understood and agreed that the Owner shall in no way be held responsible for interpretation of this information, its accuracy or its thoroughness. Prospective bidders shall make any subsurface explorations they believe necessary to verify and supplement information received from the Owner.

14.15 SPECIFICATIONS AND SCHEDULES

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

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

- 14.15.3 In case of discrepancies in the plans, calculated dimensions shall govern. The plans shall govern where omissions occur in the Specifications as to items of equipment, materials or quantities. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, operation, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to the opening date.
- 14.16 TIME OF PERFORMANCE - When not otherwise specified, the bidder must state the least number of calendar days (Counting Sundays and Holidays) after date of receipt of "Notice to Proceed" in which he will commence performance, and the number of calendar days after the date of receipt of "Notice to Proceed" in which he will complete the work. In stating time the bidder should make due allowances for difficulties which may be encountered. The bidder shall not be excused because of difficulties, whether of weather or other factors, whether anticipated or not, unless by formal written suspension of the work by the City Engineer.
- 14.17 SAMPLES - When samples are required, they must be submitted by the Bidder so as to reach the office designated prior to the hour set for opening the bids. Samples shall be furnished free of expense to the Owner, properly marked for identification, and accompanied by a list when there is more than one sample. The Owner reserves the right to mutilate or destroy any sample submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not so mutilated or destroyed when no longer required to be retained in connection with the award or delivery of supplies, will be returned at the Bidder's expense, if such return is requested in the bid.
- 14.18 WITHHOLDING FOR NONRESIDENTS
- 14.18.1 The attention of Contractors is called to Part 2, Act No. 855, ACTS OF THE GENERAL ASSEMBLY OF SOUTH CAROLINA for 1958, entitled "WITHHOLDING FOR NON-RESIDENTS" which provides in part that "Any municipality ***** hiring or contracting or having a contract with any nonresident taxpayer conducting a business of temporary nature carried on within this State, where such contract exceeds ten thousand (\$10,000) dollars or could reasonably be expected to exceed ten thousand (\$10,000) dollars, shall withhold two (2) percent of each and every payment made to such non-residents.
- 14.18.2 The conditions set forth in subsection A (2) may be waived by the South Carolina Tax Commission, provided the payee shall assure the Tax Commission by bond, secured by an insurance company licensed by the South Carolina Insurance Commission, or deposit of securities subject to approval by the State Treasurer, or cash which shall bear interest, that the Payee will comply with all applicable provisions of the Income Tax Act of 1926, as amended, and with the withholding requirements insofar as his obligations as a withholding agent is concerned." Proof of such coverage shall be filed with the Engineer before work is started.

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

14.19 SECURITY FOR FAITHFUL PERFORMANCE

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

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

14.20 INSURANCE

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

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

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

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

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

14.20.1.5 Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits unless minimum thirty (30) days prior written notice is given

with the exception of (10) days prior written notice for nonpayment of premiums only, by certified mail, return receipt requested, has been given to the City.

- 14.20.2 Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract, Workman's Compensation Insurance for all of the employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. The Contractor shall not permit any person who is not protected by Worker's Compensation Insurance or a properly approved self-insured Worker's Compensation Program to perform any activity related to this contract.
- 14.20.3 Liability Insurance: The Contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The City of Columbia shall be specifically covered as an insured in all liability policies obtained in compliance with the provisions of this paragraph. The amount of such insurance shall be as follows:
- 14.20.3.1 Commercial General Liability Insurance: Coverage at least as broad as Insurance Service Office Form CG 00 01 11 85 in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage.
- 14.20.3.2 Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.
- 14.20.4 Owner's and Contractor's Protective Liability Insurance: In addition to all other insurance requirements contained in these instructions, the Contractor shall provide a separate policy of Owner's and Contractor's Protective Liability Insurance issued in the name of the City in an amount not less than \$2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability, not less than \$2,000,000.00. Coverage shall be at least as broad as provided in Insurance Service Office Form CG 00 09 11 85.
- 14.20.4.1 Excess Liability Policy naming the contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$10,000,000.00 for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy.)
- 14.20.5 Builder's Risk Insurance: For the full contract price with the City as an insured and the Contractor as an additional insured.

- 14.20.6 Flood Insurance: The Contractor is required to carry, during the construction period, flood insurance for projects located in designated flood hazard areas in which the Federal Flood Insurance is available.
- 14.20.7 Proof of Coverage of Insurance: The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required and such insurance shall be approved by the City prior to commencing work on his contract nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- 14.20.8 Scope of Insurance: The insurance required under Items 20.3, 20.4, 20.5, and 20.6 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, as well as the Owner, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him.
- 14.20.9 Special Hazards: The Contractor's and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: Use of explosives, excavation, shoring and electrical hazards.
- 14.21 ACCIDENT PREVENTION - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
- 14.22 POWER OF ATTORNEY - Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 14.23 NOTICE OF SPECIAL CONDITIONS
- 14.23.1 Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
- 14.23.1.1 Inspection and testing of materials.
- 14.23.1.2 Insurance requirements.
- 14.23.1.3 Wage rates.
- 14.23.1.4 Stated allowance.
- 14.23.1.5 Nondiscrimination in employment.
- 14.24 LAWS AND REGULATIONS - The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of

all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written in full.

14.25 METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER

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

14.25.1.1 Maintains a permanent place of business.

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

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

14.25.1.4 Has appropriate technical experience.

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

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

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

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

14.28 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

14.28.1 Immediately after execution and delivery of the contract and before the first partial payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in form satisfactory to the City, showing the

proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

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

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

14.29 PAYMENT

14.29.1 On or before the fifteenth (15) day of each month, the City will pay to the Contractor ninety (90) percent of the value of the work performed, less aggregate of previous payments, as estimated by the City Engineer, provided the Contractor submits his estimate on or before the third day of the month. Estimates submitted later will require additional time for processing for payment.

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

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

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

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

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

14.30.2 In such instances, the Environmental Protection Agency may schedule a meeting at which the prospective contractor must specify what affirmative action he has taken or proposes to take to assure equal employment opportunity which must be

approved by the Environmental Protection Agency before award of the contract will be authorized.

14.31 INDEMNIFICATION

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

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

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

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

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

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

14.32 SUBCONTRACTING OUTREACH PROGRAM

14.32.1 The attention of bidders is directed to the Subcontracting Outreach Program. All bidders are required to comply with the terms and conditions of this policy stated in this section if specified.

- 14.32.2 The Subcontracting Outreach Program documentation and forms contained in the bid documents are required to be submitted with the bidder's proposal on the day the bids are opened. Failure to submit the required documentation within the appropriate time frame will cause a bid to be rejected as non-responsive.
- 14.32.3 The Contractor shall identify all subcontractors and vendors, including disadvantaged businesses, to be used on this project on the sheet provided as part of the bid proposal. The Contractor shall require all subcontractors and vendors to keep their bids confidential. The Contractor shall, in performance of the Contract, only use those subcontractors and vendors upon which the Contractor's bid was based. Subcontractor and vendor substitutions shall only be made upon the Owner's approval. The Contractor shall enter into contracts with those subcontractors and vendors, in the same dollar amount upon which the Contractor's bid was based, prior to award of the Contract. Such contracts shall be contingent upon award of the Contract by the Owner and the Owner's Notice to Proceed to the Contractor. Each pay request shall identify the dollar amount that will be paid to each subcontractor and vendor for work performed and materials/products furnished under the Contract. The Contractor shall provide the name of each subcontractor and vendor and a description of the work performed and materials/products furnished by each subcontractor and vendor and the dollar amount to be paid to each subcontractor and vendor.
- 14.33 MENTOR-PROTÉGÉ PROGRAM
- 14.33.1 The City of Columbia shall encourage, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects.
- 14.33.2 If the City of Columbia determines that participation in the City's Mentor-Protégé Program is required for this project, in order to be deemed responsive, a bid must be submitted by a participant in the Mentor-Protégé Program who is in compliance with the guidelines of the Program. Before Notice of Award, a Mentor-Protégé Implementation Plan must be submitted and the successful bidder must substantially comply with the terms of the Implementation Plan for the duration of the project. For more information about the Mentor-Protégé Program contact City of Columbia Office of Business Opportunity.

PROPOSAL

BID FOR UNIT PRICE CONTRACTS

TO THE HONORABLE MAYOR AND CITY COUNCIL:

LADIES AND GENTLEMEN:

The undersigned bidder hereby declares that the names of all persons interested in this proposal as principals appear in the blank spaces hereinafter provided for such purpose; that this proposal is in all respects fair and without collusion; that the bidder has examined the location of the proposed work, the advertisement, the instructions to bidder, the specifications, the contract, the plans and drawings herein referred to and fully understands the same and agrees and accepts the terms and conditions thereof; that it is understood that the estimated quantities are only approximate and are given for the purpose of comparing bids upon a uniform basis; and that said estimate shall in no way affect the unit prices to be paid for the work.

The undersigned bidder hereby agrees that he will furnish at his own cost and expense all of the materials, except those agreed to be furnished by the City as hereinafter set out, and all the necessary labor, tools, apparatus, machinery, equipment, transportation and all other things which may be required to fully and properly perform all the terms, covenants, provisions and agreements of the annexed contract.

The undersigned hereby agrees to do said work and furnish said materials as prescribed in the contract and specifications and according to the plans and requirements of the contract and specifications in a first class manner at the following unit prices:

Addendum No. _____ Date _____

PROPOSAL

BID FOR STIPULATED SUM CONTRACTS

TO THE HONORABLE MAYOR AND CITY COUNCIL:

LADIES AND GENTLEMEN:

The undersigned bidder hereby declares that the names of all persons interested in this proposal as principals appear in the blank spaces hereinafter provided for such purpose; that this proposal is in all respects fair and without collusion; that the bidder has examined the location of the proposed work, the advertisement, the instructions to bidder, the specifications, the contract, the plans and drawings herein referred to and fully understands the same and agrees and accepts the terms and conditions thereof.

The undersigned bidder hereby agrees that he will furnish at his own cost and expense all of the materials, except those agreed to be furnished by the City as hereinafter set out, and all the necessary labor, tools, apparatus, machinery, equipment, transportation and all other things which may be required to fully and properly perform all the terms, covenants, provisions and agreements of the annexed contract.

The undersigned hereby agrees to do said work and furnish said materials as prescribed in the contract and specifications and according to the plans and requirements of the contract and specifications in a first class manner at the following unit prices:

Addendum No. _____ Date _____

The undersigned proposes and agrees to begin the work on a date to be specified in a written order of the Owner and to complete the amount of work herein contemplated within _____ consecutive calendar days from and including the said date of commencement.

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

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

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

Respectfully submitted,

SEAL
(if bid is by a Corporation)

Signature of Person, Firm or
Corporation Making Bid

Title

Business Address

S.C. Contractor's License No: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____ as Principal, and _____. As Surety, are hereby held and firmly bound unto The City of Columbia, South Carolina, as owner, in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, personal representatives, administrators, successors and assigns.

Signed this _____ day of _____, _____

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF COLUMBIA a certain bid, attached hereto and hereby made a part to enter into a contract in writing, for the _____.

NOW, THEREFORE:

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted, and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Attest Principal

Attest Surety

SEAL By:_____

Countersigned

By _____

Attorney-in-Fact, State of South Carolina

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

By:_____
Its: Secretary

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

14.37 Equal Employment Opportunity

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

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

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

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

each subcontractor and vendor and a description of the work performed and materials/products furnished by each subcontractor and vendor and the dollar amount to be paid to each subcontractor and vendor.

14.38 Subcontracting Outreach Program Agreement

Project #

SUBCONTRACTING OUTREACH PROGRAM AGREEMENT

I, _____, hereby certify that I am
_____ of the named Contractor in the forgoing Bid; that I have read the
requirements of the Contract Documents related to Subcontracting Outreach Program utilization
for the Project, and hereby agree to comply with all requirements of the Contract Documents
related to issuance of the Notice of Award.

By: _____

Name: _____
(Print of Type)

Title: _____

Subscribed and Sworn to before me this _____ day of _____, 2004

(Notary Public Signature)

My Commission Expires: _____

Subcontracting Outreach Program Documentation Form

Project # _____
 Subcontracting Outreach Program
 Documentation Form
To Be Completed By Contractor



Item	Indicator	Points Earned/ Available To Be Awarded on a Pass/Fail Basis (Please circle as appropriate)	Documentation Attached (Check Appropriate Box for Each Item)	This Section to be Completed by City Staff	
				Date Applicable Documentation Received by City	Date Applicable Documentation Received by City
1	Achievement of Advisory DBE/DVBE/OBE Subcontractor Participation Levels	0			
2	Pre-Bid Meeting Attendance	0			
3	Identification of Sufficient Subcontracting Work	0			
4	Broad Based Advertisement	0			
5	Written Notice to Subcontractors	0			
6	Follow-up to Initial Solicitations	0			
7	Provision of Plans, Specifications and Requirements	0			
8	Request for Assistance from Recruitment/ Placement Agencies	0			
9	Documentation of Subcontractor Negotiation	0			
10	Assistance with Bonds, Credit Lines and Insurance	0			
Total Points Earned Per Contractor				TOTAL	
Company Name:					
SC Contractor's License Number:					

I have complied with the requirements of the Subcontracting Outreach Program. There is documentation to support awarding points as indicated above. Failure to provide approvable documentation in the designated time frame will result in failure to meet the requirements of the program, therefore, the bid will be rejected as non-responsive.

Contractor's Signature _____ Date: _____

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2000, by and between The City of Columbia, South Carolina, herein called "Owner" acting herein through its _____, City Manager _____, (title of authorized official)

and _____ (a corporation) (a partnership) _____ (an individual doing business as _____) STRIKE OUT INAPPLICABLE TERMS

Of _____, County of _____, State of _____, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

_____ hereinafter called the project, for the sum of _____ (\$_____) Dollars and extra work in connection therewith, under the terms as stated in the Specifications and Contract documents, and at his/its/their own proper cost and expense to furnish all the material, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and service necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the instruction to Bidders, the General Conditions of the Contract or General Specifications, he construction specifications, provisions of the contract documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within _____ consecutive calendar days thereafter. The "Notice To Proceed" shall be issued in the form of the specimen Notice To Proceed annexed hereto. The giving of notice to proceed by owner is a condition precedent to the duty of the contractor to proceed by owner is a condition precedent to the duty of the contractor to proceed with the work of this project and to the duty of the owner to pay for such work. Any work performed or other services rendered by the contractor prior to the giving of the "Notice to Proceed" is performed or rendered at the sole risk of the contractor. The Contractor further agrees to pay liquidated damages in the amount of two hundred fifty (\$250.00) dollars for each consecutive calendar day that the work remains incomplete following the contract completion date established in the Notice To Proceed.

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the contract documents.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

(SEAL)
Attest:

THE CITY OF COLUMBIA, SOUTH CAROLINA

City Clerk

By _____
City Manager

(SEAL)

(Contractor)

By _____

Witnesses

(Title)

(Address)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

14.42 Notice To Proceed Form

NOTICE TO PROCEED

TO: (name and address of contractor)
FROM: (name of official)
RE: (Project No. and description of project)

You are hereby directed to commence work on or before _____, 20____,
and to fully complete the work of the project within the time specified in the contract for
construction of the above project. The contract completion date is, therefore, established as
_____, 20_____.

Enclosed is an executed copy of the contract for your files.

(signature of official)

(date)

Enclosure

cc:

PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That we

(1) _____, a (2) _____,

Hereinafter called Principal, and (3) _____,

State of _____, hereinafter called Surety, are held and firmly bound

unto the (4) The City of Columbia, South Carolina, hereinafter called Owner, in the penal sum of

_____ (\$_____)

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

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

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

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

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

IN WITNESS WHEREOF this instrument is executed in _____ counterparts each one of which shall be deemed an original this _____ day of _____.

ATTEST:

Principal Secretary

(SEAL)

Witness

Witness

ATTEST:

Surety Secretary

(SEAL)

Witness

Witness

Principal

By _____

Address

Surety

By _____

Address

South Carolina Registered Agent

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

(Attach Power of Attorney where applicable)

NOTE: Date of Bond must not be prior to date of Contract.

AIA DOCUMENT A201, 1997

CITY OF COLUMBIA MODIFICATION TO AIA DOCUMENT A201,
1997 EDITION

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION

EFFECT OF SUPPLEMENTARY CONDITIONS

The following supplementary conditions modify, delete and/or add to the GENERAL CONDITIONS. Where any article, paragraph or subparagraph in the GENERAL CONDITIONS is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph or subparagraph in the GENERAL CONDITIONS is amended, voided, or superseded by any of the following paragraphs, the provision of such article, paragraph or subparagraph not so amended, voided, or superseded shall remain in effect.

ARTICLE 1 – CONTRACT DOCUMENTS:

Add the following:

1.1.1.1 The instructions to Bidders, addenda and the Contractor’s Bid shall be part of the Contract Documents.

1.1.6.1 In the event of conflict between the specifications and drawings, the provision of the specifications shall govern.

1.1.7.1 After the words, “Project Manual is” add the word “usually.”

1.1.8 Wherever the word “ARCHITECT” appears in the GENERAL CONDITIONS, substitute therefore: “ARCHITECT/ENGINEER” (“A/E”).

1.1.9 Wherever the phrase “Form of Agreement” appears in the General Conditions, substitute therefore the term “contract.”

Modify subparagraph as follows:

1.5.2 Delete the word “generally.”

ARTICLE 2 – OWNER

Modify subparagraph as follows

2.1.1 Delete the second and third sentences of this subparagraph. Last line delete “authorized” and substitute therefore “designated.”

2.1.2 Delete subparagraph 2.1.2 in its entirety

2.2.1 Delete subparagraph 2.2.1 in its entirety

2.2.3 Delete the last sentences of this subparagraph.

2.2.4 Delete subparagraph 2.2.4 in its entirety.

2.2.5 Delete subparagraph 2.2.5 in its entirety and substitute the following:

“2.2.5 The A/E or Owner will furnish to the Contractor, free of charge, fifteen (15) copies of the Drawings and Specification and will furnish at actual cost of reproduction as many additional copies as each Contractor may require.”

Add the following subparagraphs:

“2.4.2 The Owner reserves the right to perform any work on the site, whether within or without the scope of this contract, necessary to correct any conditions which at the sole discretion of the Owner pose a hazard to the health or safety of its employees or the general public. Such work will only be done on any emergency basis. If practical under the circumstances, the Contractor shall be given notice of any such conditions and given a reasonable opportunity to correct them. If work is done by the Owner pursuant to this subparagraph which is necessitated by any act or failure to act of the Contractor, the costs associated with such work shall be deducted from any sums due the Contractor and a written Change Order adjusting the contract sum will be issued.”

ARTICLE 3 – CONTRACTOR

Modify subparagraphs as follows:

3.1.2 After the words “Contract Documents” add the words “and submittals approved pursuant to paragraph 3.12.”

3.2.1 In the first sentence after the words “Subparagraph 2.2.3” add the words “and other information known to the Contractor.” In the first sentence delete the words “of any existing” and substitute and “verify field.” Delete the second sentence in its entirety.

Add the following subparagraphs:

3.2.1.1 The following principles shall govern the settlement of disputes which may arise over discrepancies in the contract of documents: (a) as between figures given on drawings and the scaled measurements, the figures shall govern – no measurements should be taken by scale as working dimensions except on large-scale drawings not dimensions in detail; (b) as between large-scale drawings and small-scale drawings, the larger scale shall govern; (c) as between drawings and specification, requirements of the specifications shall govern; and (d) as between the Form of Agreement and the Specifications, requirements or the Form of Agreement shall govern. The principles set forth herein shall not alter provision of Article 1.2.

Modify subparagraphs as follows:

3.2.2 In the first sentence delete the word “design”, add the word “inconsistencies” after the word “errors”; delete the word “noted” and substitute the word “discovered”; and, place a period after the word “Architect.” Delete the remainder of the first sentence beginning with the word “but.” Delete the second sentence in its entirety.

3.2.2 Delete the first and third sentences of this Subparagraph.

3.2.3 Delete the third, fourth and fifth sentences of this Subparagraph.

3.7.1.1 Each subcontractor shall apply for, obtain, and pay the cost of a permit and inspection fees for inspection services for his contract portion of the work.

3.7.1.2 The City of Columbia Code of Ordinances requires Certificates to Occupancy upon project completion. It shall be the responsibility of the General Contractor to obtain these permits from the City Inspection Department.

Modify subparagraph 3.8.1 by deleting from said subparagraph the word “but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.”

Add the following subparagraphs:

3.8.4 The amount due the Contractor for any allowances shall be based upon certified copies of invoices from suppliers and subcontractors and shall not include any costs provided for in Paragraph 3.8.2.2.

3.9.2 The superintendent shall maintain a written daily log of the progress of the work and all communications to or from the architect or Owner. This log shall be kept at the job site and shall be available for inspection upon request by the A/E or Owner.

3.10.1.1 This schedule shall indicate the dates for the starting and completion of various stages of construction and shall be revised monthly as required by the conditions of the work. This schedule shall be broken down into work items as the Owner may require for proper review.

3.10.1.2 The Contractor shall submit, along with the initial progress schedule, a shop drawing schedule showing items requiring review or approval by the A/E. The shop drawing schedule shall show the time requiring approval and the date receipt of approval is required.”

Modify Subparagraph 3.10.3 by deleting the word “general.”

Modify Subparagraph 3.11.1 by deleting the word “field” and substituting the word “any.”

Modify Subparagraph 3.12.9 by deleting the second sentence.

Modify Subparagraph 3.18.1 by deleting the words “and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability Insurance purchased by the Contractor in accordance with paragraph 11.3”

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

Modify subparagraph as follows:

4.1.1 Substitute the following in lieu of subparagraph 4.1.1: 4.1.1 The Architect is the person designated by the Owner to act in the capacity as Architect under this agreement. The term includes the architect’s authorized representative.

4.1.2 Third line following “...Owner” delete “the Contractor.”

4.1.3 Delete subparagraph 4.1.3 in its entirety.

Add the following:

4.1.4 In the Specifications or on the Drawings, where the words “as directed,” “as required,” “as approved,” “as permitted,” or words of like effect are used, Contractor shall understand that direction, requirement, approval or permission of A/E is intended. Similar words

“approved,” “acceptable,” “satisfactory,” or words of like import mean approved by, acceptable to or satisfactory to A/E.”

Modify as follows:

4.2.1 Second and third lines following “construction” delete “until final payment is due,” and add therefore “during the warranty period.”

4.2.1 First sentence delete the words “as a representative of the Owner.”

4.2.5 After the words “Architect’s evaluations” add the words “and observations.”

4.2.6 Delete the last sentence of this subparagraph.

4.2.10 Delete this subparagraph and insert the following in lieu thereof:

“4.2.10 If a Project Representative is provided, his duties, responsibilities and limitations of authority shall be as set forth in DUITES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF FULL-TIME PROJECT REPRESENTATIVE, AIA DOCUMENT B352, latest edition, copy of which will be provided to Owner, Contractor and Project Representative.”

4.2.12 Delete the second sentence of this subparagraph.

Add the following:

“4.2.14 During the twelfth month of the one year construction warranty, the A/E and Contractor will conduct a full and final inspection. The A/E will coordinate with the Contractor to set a date for this inspection. The A/E shall prepare a list of all discrepancies and send a copy to the Owner and the party responsible for correcting the discrepancies. The A/E shall notify the Owner in writing when all repairs have been accomplished.”

Modify subparagraph 4.3.2 first line, by deleting the words, “either party” and by substituting the word “Contractor” therefore, and last sentence by deleting, “and the other party” and by substituting the word “Owner” therefor.

Modify subparagraph 4.3.3, by deleting the words “or as provided in Subparagraph 9.7.1 and Article 14.”

Modify subparagraph 4.3.4 by deleting the sentence commencing on line 13 which reads “Claims by either party...notice of the decision.”

4.3.6 Delete this subparagraph in its entirety.

4.3.10 Modify 4.3.10 by deleting the words “and Owner waive claims against each other” and substitute “waives claims against the Owner.” Delete the work “mutual” throughout.

Modify 4.3.10.1 by deleting the word “Owner” and substituting “Contractor” therefore.

4.4.1 Modify subparagraph 4.4.1 by deleting the words “mediation, arbitration or” wherever such words appear.

- 4.4.2 Modify subparagraph 4.4.2 by deleting the word “approve the claim” in section (3) and substituting the words “recommend approval of the Claim by the other party.”
- 4.4.5 Modify subparagraph 4.4.5 by deleting the second sentence in its entirety.
- 4.4.6 Delete subparagraph 4.4.6 in its entirety.
- 4.4.8 Delete subparagraph 4.4.8 in its entirety.
- 4.5 Delete paragraph 4.5 in its component subparagraphs 4.5.1 through 4.5.3 inclusive entirely.
- 4.6 Delete paragraph 4.6 and its component subparagraphs 4.6.1 through 4.6.6 inclusive entirely.

ARTICLE 5 – SUBCONTRACTORS

5.2.3 Modify subparagraph 5.2.3 by substituting the word “or” for the word and so the text will read “Contract Sum or Contract Time” on the fourth line.

Add the following subparagraph:

5.3.2 The Contractor shall assure the Owner, by affidavit or in such other manner as the Owner may approve, that all agreements between the Contractor and his subcontractors incorporate the provisions of subparagraph 5.3.1 as necessary to preserve and protect the rights of the Owner and the A/E under the Contract Documents with respect to the work to be performed by subcontractors so that the subcontracting thereof will not prejudice such rights.”

5.4.2 Delete subparagraph 5.4.2 in its entirety.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1.4 Delete subparagraph 6.1.4 in its entirety

6.2.3 Delete the second sentence of the subparagraph in its entirety.

6.3.1 Modify this subparagraph by deleting the words “the Architect” from the last sentence.

ARTICLE 7 – CHANGES IN THE WORK

Add the following:

“7.1.2.1 Change Orders and Construction Change directives are effective only after approval by the Owner.

Add the following subparagraphs:

“7.1.4 In determining the total cost or credit to the Owner resulting from a change in the work, the allowances for overhead and profit combined, including the total cost to the Owner, shall not exceed the percentages herein scheduled, as follows:

- (1) For the Prime Contractor, for any work performed by his own forces, 15% of the direct cost;
- (2) For each Subcontractor involved, work performed by his own forces, 15% of the direct cost;
- (3) For the Prime Contractor, for work performed by his Subcontractor, &5 of the amount due the Subcontractor.”

7.3.6.6 The “direct cost” as used herein may include all items of labor or materials, the use of power tools and power equipment and all such items of cost as public liability, workers’ compensation insurance, pro rate charges for additional time of foreman, social security, and old age and unemployment insurance and bond premiums. Among the items to be considered as overhead are insurance other than that mentioned above, supervision, travel, superintendent, timekeepers, clerks, watchmen, small tools, incidental job burdens, general office expense, field office overhead, home office overhead, extended overhead of any kind, impact damages, delay damages, and all other items, costs or expenses not included in the direct cost as defined above.”

Modify subparagraph as follows:

7.3.8 Delete the subparagraph 7.3.8 in its entirety and substitute therefore:

“Only fully executed Change Orders, signed by the Contractor, Architect/Engineer and Owner may be included in the Applications for Payment.” If the Owner and the Contractor do not agree with the adjustment in contract time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination.

ARTICLE 8 – TIME

8.2.2 Modify the first sentence of subparagraph 8.2.2 by deleting the words “and Owner” at the end of the sentence.

8.3 Delay and Extension of Time: Delete paragraph including subparagraphs 8.3.1, 8.3.2, and 8.3.3 in their entirety and substitute therefore the following:

“8.3 Delay and Extension of Time:

8.3.1 Completion time stipulated under other sections of the Contract Documents may be extended by Change Order or Construction Change Directive to provide one additional work day for each full work day that the Contractor is prevented from working by reason of one or more of the following causes:

.1 Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not limited to, catastrophes and/or acts of God, acts of another Contractor in the performance of a separate contract with the Owner, epidemics, quarantine restrictions, strikes or freight embargoes;

.2 An unusual amount of severe weather to such an extent as to be definitely abnormal and beyond conditions that may be reasonably anticipated. For the purpose of this contract, a total of three(3) working days per calendar month shall be anticipated as

“normally bad or severe weather, “ and such time will not considered justification for an extension of time;

.3 Stoppage of work ordered by Owner for reasons over which Contractor has no control.

8.3.1.4 The Contractor shall, within ten (10) days after the beginning of such delay, notify the Owner and A/E in writing of the cause of the delay. The A/E will then ascertain the facts and extent of delay, and notify the Contractor within ten (10) days of the Owner’s decision in the matter. Notice of delay and requests for extension of time shall set forth the cause and number of additional working days contractor desires contract extended.

8.3.2 No claims for extension of time will be considered when based on delays caused by conditions existing at the time bids were received and of which the Contractor might be reasonably expected to have full knowledge at the time of bidding, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the work contracted for as to materials, labor and equipment. All claims for extension of time shall be made in writing to the A/E with the next application for payment; otherwise they shall be waived.

8.3.3 Completion date stipulated under other sections of the Contract Documents may be extended by Change Order to compensate for additional work that may be ordered by Owner, provided such work is over and beyond scope of work covered by original contractor, and is of such nature as to materially affect date of completion.

8.3.4 The Contractor shall not be entitled to any claim or compensation for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by any act of God, or by any act or omission on the part of the Owner, such act, hindrance, or delay may entitle the Contractor to an extension of time in which to complete the work which shall be determined by the A/E, provided that the Contractor will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

8.3.5 In the event Contractor is delayed at any time in the progress of the work, extension of time shall be the Contractor’s sole remedy for any such delay (except for Contractor’s right to terminate this Agreement pursuant to any applicable provisions of the Owner-Contractor Agreement) unless the same shall have been caused by acts constituting intentional interference by the Owner with Contractor’s performance of the work and where and to the extent that such acts continue after the Contractor’s notice to the Owner of such interference. Written notice of intentional interference by the Owner must be given within ten (10) days of the occurrence or the claim is waived. The Owner’s exercise of any of its rights under any applicable provisions of Article 7 of the General Conditions, regardless of the extent of number of changes in the work or requirement of corrections or re-execution of any of the work, shall not under any circumstances be construed as intentional interference with the Contractor’s performance of the work.”

ARTICLE 9 – PAYMENT AND COMPLETION

Add the following subparagraph:

“9.2.1.1 The Form of the Schedule of Values shall be AIA G703, continuation Sheet, latest edition.”

Modify subparagraph as follows:

9.3.1 Third lien following “notarized,” delete “if required.”

Delete subparagraph 9.3.1.1 in its entirety and substitute therefore:

“9.3.1.1 The Form of the Application for Payment shall be AIA G702 Application and Certificate for Payment with the AIA G703 Continuation Sheet, latest edition. Computer generated Applications for Payment will be acceptable only if the computer generated form conforms exactly to the G702 Application and Certificate of Payment with the AIA G703 Continuation Sheet.”

9.3.1.2 Modify this subparagraph by deleting the words “unless such work has been performed by others whom the Contractor intends to pay” and substitute therefore the words “because of a dispute or other reason.”

Add the following subparagraphs:

“9.3.1.3 The A/E will authorize, as provided in Paragraph 9.4 and 9.5, monthly payment to equal to 90 per cent of the portion of the contract sum properly allocable to labor, material and equipment suitably stored until the work is fifty (50%) per cent complete.

.1 At the time the work is fifty (50%) per cent complete and providing that the Contractor is on or ahead of the schedule as determined by the Architect/Engineer and the work is satisfactory and in the absence of other good and sufficient reasons, the Contractor may request in writing, and prior to pay application, that the retention be reduced to five (5%) per cent of the amount due. Accompanied with the written request of retainage reduction the Contractor shall submit AIA G704A Consent of Surety to Reduction in or Partial Release of Retainage, latest edition.

.2 The full contract retainage may be reinstated if the manner and progress of the work does not remain satisfactory to the Architect/Engineer.”

Add the following subparagraph:

“9.3.2.1 Rental equipment such as, but not limited to, mobile equipment, pans, forms, scaffolding, compressors, etc., shall not be considered material stored.”

Modify the following:

9.4.2 In the first sentence after the words “Architect’s evaluation of the work” and “observations at the site.”

Modify the following:

9.6.7 Delete this subparagraph in its entirety.

9.7.1 Fourth line following “Architect,” delete “or awarded by arbitrator.”

9.8.1 Delete the words “or a designated portion thereof.”

9.8.2 Delete the words “or a portion thereof” wherever these words appear in the subparagraph.

9.8.3 Delete the words “or designated portion thereof” wherever these words appear in the subparagraph.

9.8.4 Delete the words “or a portion thereof” wherever these words appear in the subparagraph.

9.8.5 Delete the second sentence in its entirety, and substitute therefore the following:

“Upon substantial completion of the work as certified by the A/E, the Owner shall make payment making any appropriate adjustments in retainage for the work provided for in the Contract Documents.

Add the following:

“9.10.1.1 When the Contractor is ready for final inspection, he shall give notice to the A/E with a copy to the Owner in the following words:

The work on the contract for (show name if improvement or project as it appears in the Form of Agreement) having been fully completed, except as stipulated herein below, it is requested that a final inspection be made promptly by the A/E. The following work is incomplete through no fault or negligence of the Contractor or: (list any work the Contractor regards as exceptionable and after each item substantiate why its incompleteness is not due to his fault or negligence).

9.10.1.2 No final inspection shall be made until such time as the A/E and the Owner have received a letter in exact form indicated above.

9.10.1.3 The balance payable under conditions stated shall reflect retainage for thrice the value of uncompleted work, as determined by the A/E.”

9.10.3 Delete subparagraph 9.10.3 in its entirety.

9.10.4 Delete subparagraph 9.10.4 in its entirety.

9.10.5 Delete the words “except those previously made in writing and identified by that payee as unsettled at the time of final application for payment” and add the words “against the Owner.”

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

Add the following subparagraph:

10.3.3 Delete subparagraph 10.3.3 in its entirety.

10.5 Delete paragraph 10.5 in its entirety.

10.6.2 The Owner reserves the right to perform any work on the site necessary to correct any conditions which pose a hazard to the health or safety of employees or the general public.”

ARTICLE 11 – INSURANCE AND BONDS

Delete Paragraphs 11.1 through 11.5 inclusive and all component subparagraphs contained in Paragraphs 11.1 through 11.5.2, inclusive and substitute therefor the following:

11.1 The Contractor shall purchase and maintain in a company or companies acceptable to the Owner all insurance as specified in the Instructions to Bidders. The Owner shall be designated as an additional insured on all insurance policies and certificates of Insurance.

11.2 Contractor shall simultaneously with his delivery of the executed contract provide and pay the cost of Performance and Payment bonds, in the form of City of Columbia "PERFORMANCE – PAYMENT BOND." The Bond shall be in the full amount of the Contract Sum, issued by a Surety Company licensed in South Carolina, which Surety Company must be listed in the current version of United States Treasury Department Circular 570. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond.

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

ARTICLE 12 – UNCOVEREING AND CORRECTION OF WORK

12.2.2.1 Modify subparagraph 12.2.2.1 by deleting the second and third sentences of said subparagraph.

12.2.23 Delete the subparagraph in its entirety.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

Add the following subparagraphs:

13.1.1.1 By executing a contract for the Project, the Contractor agrees to submit itself to the jurisdiction of the Courts of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to performance of said contract and payment of all licenses and taxes of whatever nature applicable thereto.

13.2.2 Delete this subparagraph in its entirety.

Add the following subparagraph:

13.5.2.1 Materials subject to test shall be inspected by a testing agency selected by the A/E and satisfactory to the Owner. The Contractor shall defray the costs of tests conducted pursuant to laws, ordinances, rules, regulations or order of any public authority having jurisdiction; the costs of test conducted for his own information and in his own interest: and the cost of tests which are named in the Technical Sections of the Specifications as test to be paid for by the Contractor. Otherwise, the Owner will pay expenses of routine initial testing. Where materials or methods fail to meet requirements by initial test, the Contractor shall defray costs of subsequent test until requirements are met."

Delete Paragraph 13.6 Interest and Subparagraph 13.6.1.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.1.1 Modify subparagraph 14.1.1 by deleting subparagraphs 14.1.1.3 and 14.1.1.4.

14.1.2 Delete subparagraph 14.1.2 in its entirety.

14.1.3 Modify subparagraph 14.1.3 by deleting the words “or 14.1.2” and the words commencing on line 3 which read “and for proven loss...profit and damages.”

Modify following subparagraphs:

14.2.2 Delete the following beginning on Lines 1 and 2 “upon the certification by the Architect that sufficient cause exists to justify such action.”

Modify the following subparagraphs:

14.2.2.3 Delete the last sentence which reads “Upon request.....the work.”

Add the following subparagraphs:

14.2.2.3.1 The Owner shall not be required to proceed in completing the work at the lowest possible costs.

14.2.2.3.2 The costs of finishing the work may include but not be limited to: (1) cost of labor and material, (2) additional architectural services, (3) costs of advertising or bidding, (4) attorney fees, (5) administrative costs, and (6) all other costs or expenses directly or indirectly related to the termination.

Modify 14.2.4 by deleting the words “and not expressly waived.”

14.2.5 Allowing the Contractor to re-enter the project and continue the work shall not constitute a rescission of the seven day notice previously given. If the Contractor fails or refuses to correct the conditions which gave rise to termination notice, the Owner may terminate the contract without any additional notice.”

Modify subparagraph 14.3.2 to read as follows:

14.3.2 An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption ordered in writing by the Owner. No adjustment shall be made to the extent:

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

END OF SUPPLEMENTARY CONDITIONS

CITY ADMINISTRATIVE POLICIES AND PROCEDURES '19-3

City of Columbia, South Carolina

SUBCONTRACTING OUTREACH PROGRAM

March 2003

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SUBCONTRACTING OUTREACH PROGRAM SUMMARY

The Subcontracting Outreach Program applies to City-funded construction contracts of Two Hundred Thousand and No/100 (\$200,000.00) Dollars or more. When Federal or State funding sources impose additional requirements, those requirements as defined in the contract documents replace the requirements of this program.

The City of Columbia is committed to maximizing subcontracting opportunities for all qualified and available firms. Bidders should be fully informed of the Subcontracting Outreach Program as set forth in this document.

Subcontract 20%:

To be eligible for award of this project, the bidder must subcontract a minimum percentage of its bid to qualified available subcontractors, as indicated below. These subcontractor participation levels will be evaluated on an annual basis to ensure the appropriateness of those levels. The bidder must list all subcontractors, regardless of amount. Failure to list subcontractors and subcontracting amounts with the bid sufficient to meet or exceed the mandatory subcontracting and subcontracting amounts with the bid sufficient to meet or exceed the mandatory subcontracting participation level will cause a bid to be rejected as non-responsive.

Parks 20%
Pipelines (water and sewer) 20%
Pump Stations 20%
Street Improvements 20%
Traffic Signals/Street Lighting 20%
Buildings Project by project (not to exceed 49%)
Miscellaneous projects 20%

Submit Outreach Documentation

To be eligible for award of this project, the bidder must submit documentation of its subcontractor outreach effort either with the bid proposal, or separately with the City agency receiving the bids within five (5) calendar days following the close of business on the day bids are opened. Failure to submit required documentation within this time frame will cause a bid to be rejected as non-responsive. For assistance or further information about the Subcontracting Outreach Program, contact the Equal Business Opportunity Office.

SUBCONTRACTING OUTREACH PROGRAM

A. General

This program is subject to policies and requirements established by the City Manager's Office. The City is committed to ensuring full and equitable participation by subcontracting businesses in provision of goods and services on a contractual basis. Bidders shall be fully informed of the Subcontracting Outreach Program as set forth in this document. Failure to comply with the City's Subcontracting Outreach Program will cause a bid to be rejected as non-responsive.

Terms and conditions of this Subcontracting Outreach Program apply to City-funded construction project of Two Hundred Thousand and No/100 (\$200,000.00) Dollars or more. At the City's sole discretion, these requirements may be waived in advance on projects deemed inappropriate for subcontracting participation at the specified level. When State and/or Federal funding sources require affirmative action goals, those goals as defined in the contract documents replace requirements of this Subcontracting Outreach Program.

B. Subcontractor Outreach and Participation

This Subcontracting Outreach Program requires bidders to make subcontracting opportunities available to a broad base of qualified subcontractors and achieve a minimum of 20% (may be higher for construction of buildings) subcontractor participation.

C. Definitions

1. Disadvantaged Business Enterprise (DBE): A business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party or parties. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by and the business operated by socially and economically disadvantaged individuals.
2. Disabled Veteran Business Enterprise (DVBE): A business which is at least fifty-one percent (51%) owned and operated by one or more veterans with a service-related disability and whose management and daily business operation is controlled by the qualifying party or parties.
3. Other Business Enterprise (OBE): A business which does not otherwise qualify as a Disadvantaged Business Enterprise or a Disabled Veteran Business Enterprise.
4. Subcontractor Outreach Efforts: Affirmative steps taken by a bidder prior to bid opening to ensure maximum effort to recruit subcontractors, including Disadvantaged Business Enterprises (DBEs), Disabled Veteran Business Enterprises (DVBEs) and Other Business Enterprises (OBEs), as sources of supplies, construction and other services whenever possible. Required steps for documenting outreach efforts are outlined in Paragraph E of this document.

5. Subcontract: Agreement between a prime contractor and an individual, firm or corporation for performance of particular portion or portions of work for which prime contractor has obligated itself.
6. Subcontractor: An individual, firm or corporation having a direct contract with prime contractor for performance of portion or portions of work to be contracted under the contract, including furnishing of labor, materials or equipment.
7. Vendor and/or Supplier: A firm that owns operates or maintains a store, warehouse or other establishment in which material or supplies required for performance of the contract are brought, kept in stock and regularly sold to the public in the usual course of business. As its principal business and in its own name, the firm must engage in purchase and sale of products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock if it operates distribution equipment.
8. Manufacturer: An individual, firm or corporation operating or maintaining a factory or establishment that produces on the premises materials or supplies obtained by the contractor.
9. Subcontractor Participation: Disadvantaged Business Enterprises (DBEs) Disabled Veterans Business Enterprises (DVBEs) and Other Business Enterprises (OBEs) will be recognized as participants in a contract according to the following criteria:
 - (a) For credit to be allowed toward respective subcontractor participation levels as a DBE or DVBE firms, such entities must be certified by the City in accordance with the definitions under Paragraph C, Items 1 and 2, and identified by the bidder as such in bid documents for data collection purposes.
 - (b) A subcontractor must perform a commercially useful function for credit to be allowed toward subcontractor participation levels. A subcontractor must be responsible for execution of a distinct element of work and must carry out its responsibility by actually performing, managing and supervising the work.
 - (c) In computing level of subcontractor participation, recognition for materials and/or supplies is limited to sixty percent (60%) of amount to be paid to vendor for such materials/supplies unless vendor manufactures or substantially alters materials/supplies.

D. Mandatory Subcontractor Participation Goal

The City has incorporated a mandatory subcontractor participation goal to enhance competition and maximize subcontracting opportunities. Based on review of subcontractor usage on City projects, the mandatory goal is:

**MANDATORY
Subcontractor Participation Goal**

20%

(May be higher for construction of building projects)

Failure to meet the subcontractor participation goal will cause a bid to be rejected as non-responsive.

Based on availability data for the preceding three years, the Chief of the Equal Business Opportunity Office shall annually establish advisory subcontract participation levels on an industry basis (e.g., construction, goods, services, and professional services) for each of the following classification of firms: Disadvantaged Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE). These DBE, DVBE, and OBE advisory subcontract participation levels shall be advisory only and shall not constitute a basis for determination of noncompliance or disqualification.

E. Documentation of Subcontractor Outreach Efforts

All documentation must be submitted with the bid proposal or within five (5) calendar days following close of business on the day bids are opened. Failure to submit required documentation to the contracting agency within this time frame will render a bid non-responsive. The City may request additional information to validate or clarify; such information must be submitted promptly upon request.

It is the policy of the City of Columbia to provide all subcontractors an equal opportunity to participate in performance of City contracts. Bidders assist the City in implementing this policy by taking reasonably steps to ensure all qualified businesses, including Disadvantaged Business Enterprises (DBEs), Disabled Veteran Business Enterprises (DBVEs), and Other Business Enterprises (OBEs), have equal opportunity to compete for and participate in City contracts.

Documentation of a bidder's outreach efforts will be reviewed by the Chief of the Equal Business Opportunity Office or the appropriate procurement officer, according to the indicators listed below to verify that bidder made subcontracting opportunities available to a broad base of qualified subcontractors, negotiated in good faith with interested subcontractors, and did not reject any bid for unlawful discriminatory reasons.

Failure to achieve a minimum of 80 out of 100 points will render a bid non-responsive and will result in its rejection. Indicator points are awarded on a pass/fail basis, i.e., either full or zero points can be achieved for compliance with each item as set forth below:

Indicator	Points
1. Achievement of advisory DBE/DVBE/OBE subcontractor participation levels	No Points

2. Pre-Bid Meeting attendance	5 Points
3. Identification of sufficient subcontracting work	10 Points
4. Broad-based advertisement	10 Points
5. Written notice to subcontractors	10 Points
6. Follow-up to initial solicitations	10 Points
7. Provisions of plans specifications and requirements	10 Points
8. Request for assistance form recruitment/placement agencies	10 Points
9. Documentation of subcontractor negotiation	25 Points
10. Assistance with bonds, credit lines and insurance	10 Points
POSSIBLE TOTAL	100 Points

1. Achievement of advisory DBE/DVBE/OBE subcontractor participation levels No Points

Failure to meet advisory DBE/DVBE/OBE subcontractor participation levels is not a basis for disqualification or determination of non-compliance with this policy.

2. Pre-Bid Meeting attendance 5 Points

Bidder attended pre-bid meeting schedule by the City to inform all bidders of requirements for subject project. If bidder certifies in writing prior to pre-bid meeting that it was already informed of project requirements, the City may waive requirement for pre-bid meeting attendance.

Required documentation: a) Attend pre-bid meeting and be listed on attendance sheet; or b) Submit letter requesting waiver prior to pre-bid meeting.

3. Identification of sufficient subcontracting work 10 Points

Bidder identification and selected specific work items in subject project to be performed by sub-bidders. Bidder subdivided total contract work requirements into smaller portions or quantities to permit maximum active participation.

Required documentation: Content of advertisement (Indicator 4) and written notices to subcontractors (Indicator 5) will demonstrate compliance with this objective.

4. Broad-based advertisement 10 Points

Not less than ten (10) calendar days prior to bid submittal, bidder conducted an advertising campaign designed to reach all segments of the Columbia community by advertising in newspapers, trade association publications, special interest publications, trade journals, community papers or other media. Advertisements must be specific to the project, not generic, and may not be a plan holder advertisement provided by the publication. Advertisements shall be published on at least three (3) separate days in newspapers of general circulation; one of such newspapers shall be of daily circulation. Advertisements must be worded to ensure it does not exclude or limit potential number of potential respondents and must include:

Required documentation: Submit copies of advertisements and proof of publication dates.

5. Written notice to subcontractors 10 Points

Not less than ten (10) calendar days prior to bid submittal, bidder provided written notice of its interest in receiving sub-bids on subject contract to DBE, DVBE, and OBE business enterprises with an interest in performance of identified work items. Contents of letters must include:

- X City of Columbia=s project name;
- X Name of bidder;
- X Areas of work available for subcontracting;
- X Contact person=s name and phone number;

- X Information on availability of plans and specifications; and
- X Bidder=s policy concerning assistance to subcontractors in obtaining bonds, credit lines and/or insurance.

Required documentation: Submit copy of each letter sent to subcontractors for each item of work to be performed. If only one master notification, submit letter with list of recipients. Faxed copies must include fax transmittal confirmation slip showing date and time of transmission. Mailed letters must include copies of metered envelopes or certified mail receipts.

6. Follow-up to initial solicitations 10 Points

Bidder followed up initial solicitations of written notice to subcontractors to determine interest in specific portions of project work, answered questions, recorded phone quotes, and recorded subcontractor=s interest in bidding on any portion of subject project.

Required documentation: Submit copy of telephone logs including name of caller, name of company called, phone number, contract person, time, date, and result of conversation. Telephone logs must be submitted to demonstrate follow-up with all contractors to whom written notices were sent.

7. Provisions of plans, specifications, and requirements 10 Points

Bidder provided interested sub-bidders with access to plans, specifications, and requirements for subject project.

Required documentation: Content of advertisements (Indicator 4) and written notices to subcontractors (Indicator 5) will demonstrate compliance with this Indicator.

8. Request for assistance from recruitment/placement agencies 10 Points

Not less than fifteen (15) calendar days prior to bid submittal, bidder requested and retained assistance from agencies that recruit and place subcontractors. Other organizations and trade associations that promote subcontractor participation may also be contacted.

Required documentation: Submit copy of each letter sent to outreach agencies requesting assistance in recruiting subcontractors. Faxed copies must include fax transmittal confirmation slip showing date and time of transmission. Mailed letters must include copies of metered envelopes or certified mail receipts. Content of letters must include City of Columbia=s project name, name of bidder, and contact person=s name and phone number.

9. Documentation of subcontractor negotiation 25 Points

Bidder negotiated in good faith with interested subcontractors and has rejected no bid for other than legitimate business reasons.

Required documentation: Submit a) Copies of all subcontractor bids or quotes received; and b) Summary sheet organized by work type listing subcontractor company names with bid amounts

for each work type. Identify selected subcontractor for each work type. If bidder elects to use own forces to perform a work type, include bid to show own costs for the work.

10. Assistance with bonds, credit lines, and insurance

10 Points

Bidder made efforts to advise and assist interested subcontractors in obtaining bonds, credit lines, and insurance required for subject project.

Required documentation: Content of advertisements (Indicator 4) and written notices to subcontractors (Indicator 5) will determine compliance with this objective.

F. Contract Award

The City reserves the right to reject any and all bids. Award of contract will be to the lowest responsible bidder whose proposal complies with the city policies as determined by evaluation of submitted documentation.

G. Subcontractor Substitution

The level of listed subcontractor participation shall be maintained for duration of the contract.

1. Contractor shall request prior approval from the City contracting agency for all substitutions of subcontractors.
2. Written request shall provide name of listed subcontractor, name of replacement subcontractor, reason for substitution, work type and dollar amount.
3. The selection process for a substitute subcontractor shall be evaluated for fairness and outreach efforts.
 - (a) Contractor shall submit all documentation of subcontractor outreach efforts to the Chief of the Equal Business Opportunity Office for review.
 - (b) Evidence of fraud or unlawful discrimination in substitution of subcontractors will result in sanctions including assessment of penalty fines, termination of contract, or debarment.
4. Substitution of any subcontractor without the prior written approval of the City Manager shall be deemed to constitute a material breach of contract. The harm that shall accrue to the public is difficult to accurately estimate in advance. Consequently, the Contractor and the City shall jointly agree that a reasonable forecast of such damages is not less than ten (10%) percent of the subcontract price, and that the parties intend that such sum shall constitute liquidated damages as the best estimate of the harm accruing to the City.

5. This section does not replace applicable South Carolina Procurement Code provisions.

H. Falsification of Sub-Agreement

Falsification or misrepresentation of a sub-agreement as to company name, contract amount, and/or actual work performed by subcontractor will result in sanctions including assessment of penalty fines, termination of contract, or debarment.

I. Submission of Final Subcontracting Report

Contractor must submit Final Subcontracting Report to City contracting agency within fifteen (15) calendar days after final inspection of contract work. Failure to comply will result in assessment of liquidated damages.