



We Are Columbia

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

Project: #SS737802

Caughman Rd Flood Repair Project

CONTRACTOR:

ADDRESS:

CONTRACTOR'S LICENSE NUMBER:

**CITY OF COLUMBIA
UTILITIES & ENGINEERING
1136 WASHINGTON STREET 29201
P.O. BOX 147 COLUMBIA, SC 29217
OFFICE (803) 545-3400
FAX (803) 545-3295**



**Project: #SS7378-02
Caughman Rd Flood Repair Project**

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 _____

CIP PROJECT #: SS737802

Caughman Road Flood Repair Project

BID PROPOSAL

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

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantities</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization / Demobilization	<u>1</u>	LS		
2	SCDOT Approved Traffic Control Plan	<u>1</u>	LS		
3	Clearing and Grubbing	<u>1</u>	LS		
4	Gravity Sewer Aerial Crossing				
a.	16" Steel Casing Pipe and 8" DIP Carrier Pipe on Grade	<u>60</u>	LF		
5	8" DIP (Pressure Class 350) Gravity Sewer	<u>20</u>	LF		
6	Concrete End Pier Pipe Support	<u>2</u>	EA		
7	Sediment & Erosion Control	<u>1</u>	LS		
8	Connection to Existing Sewer Line w/ Restrained Joint Gaskets	<u>2</u>	EA		
9	Bypass Pumping System	<u>1</u>	LS		
10	Site Restoration	<u>1</u>	LS		

Proposal Total: _____



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 **Thirty (30)** 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 bonds and insurance.

Attached hereto is a bid bond or certified check for the sum of 5% _____ (\$ _____) Dollars payable to The City of Columbia, which check shall be held by the City (1) until the successful bidder shall have executed, as required, the contract and bond, and (2) in the event that the contract is awarded to the undersigned and he shall fail to execute, as required, the contract and bond, then the said check shall be retained as and for liquidated damages for such failures, otherwise the said check shall be returned to the undersigned.

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

Respectfully submitted,

SEAL
(if bid is by a Corporation)

Signature of Person, Firm or Corporation
Making Bid

Title

Business Address

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 _____, 2016.

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 **Project: SS737802 – Caughman Road Flood Repair Project.**

NOW, THEREFORE:

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

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

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

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

Attest Principal

Attest Surety

SEAL By: _____

Countersigned

By _____

Attorney-in-Fact

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as principal in the within bond; that

_____, who signed the said bond on

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

_____(Corporate Seal)

By: _____
Its: Secretary

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



NONCOLLUSION AFFIDAVIT

City of _____

State of _____

County of _____

_____ (Name) being first duly sworn, deposes and says that:

(1) He is _____ (Position) of _____ (Company Name),
the Bidder that has submitted the attached Bid for _____ (Project)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

_____ (Title)

Subscribed and sworn to before me

this _____ day of _____, 2016

(Notary Public)

SEAL

My commission expires _____

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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.



**IMMIGRATION REFORM BILL
STATEMENT OF EMPLOYMENT VERIFICATION ELIGIBILITY
BY GENERAL CONTRACTORS**

Under the South Carolina General Assembly Immigration Reform Bill, state law requires all public employers to take steps to ensure their General Contractors comply with the law's employment verification requirements.

To meet the law's obligations, the City of Columbia is requiring that all General Contractors

- (1) comply with the verification requirements of the Immigration Reform Bill and**
- (2) provide to the City of Columbia documentation needed to establish compliance or that the law does not apply to the Contractors (and any subcontractors or sub-subcontractors).**

DATE: _____

Project: #SS737802– Caughman Road Flood Repair Project _____

CONTRACTOR: _____
(Company Name)

Will comply with employment verification requirements under the South Carolina General Assembly Immigration Reform Bill as referenced above.

(Signature) **(Title)**

Business Information Records **A MANDATORY FORM**

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

→ **ALL COLUMNS ARE TO BE COMPLETE IN THE INFORMATION REQUESTED**

→ ***REQUIRED:** MUST BE **TYPED** AND ONLY REFLECTING THOSE PROVIDING A SERVICE **NO LINE STRIKE THROUGH**

Business w/ Address	Contact w/Phone	Services / Materials	\$ Value and % * * *	IF APPLICABLE DBE, DVBE, OBE	IF APPLICABLE MBE, WBE, SBE

TOTAL: \$ _____

Contractor _____

By _____

I certify this information is true and correct.

_____ Date



FEDERAL CONTRACT PROVISIONS

The undersigned agrees to comply with the following provisions and requirements.

1. Executive Order (EO) 11246, Equal Employment Opportunity (EEO)
2. Copeland Anti-Kickback Act
3. Davis-Bacon Act
4. Contract Work Hours and Safety Standards Act, Sections 103 and 107
5. Clean Air Act, Section 306; Clean Water Act, Section 508; Executive Order 11738; and Environmental Protection Act (EPA) regulations, 40 CFR 15
6. Contractor shall retain records related to this project and allow access to those records as required under federal requirements related to this procurement.

Agreed to by,

Signature of Person, Firm or Corporation
Making Bid

Title

Business Address

S. C. Contractor's License No.: _____

STATEMENT OF COMPLIANCE

Date: _____

I, _____, do hereby state:
(Name) (Title)

(1) That I pay or supervise the payment of the persons employed by _____ on
(Contractor or subcontractor)
 the _____; that during the payroll period commencing on the _____ day of _____,
(Building or Work)

20____ and ending the _____ day of _____, 20____, all persons employed on said project have been paid in full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full wages earned by any person and that no deductions have
(Contractor or subcontractor)

been made either directly or indirectly from the full wages earned by person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in the State, then the apprentice must be registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE	

