PROJECT MANUAL

FOR

LORIS CITY HALL RENOVATION PROJECT

BID NO.181147

LORIS,
SOUTH CAROLINA

DIVISION 0 – BIDDING AND CONTRACT DOCUMENTS
DIVISION 1 – GENERAL REQUIREMENTS

PREPARED BY:
LORIS
BUILDING DEPARTMENT

July 11, 2019
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## DIVISION 0- BIDDING AND CONTRACT DOCUMENTS

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SECTION 00010

REQUEST FOR PROPOSALS

Bid Time Line: # 181147

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<th>Item</th>
<th>Date</th>
<th>Time</th>
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<tr>
<td>Advertised Date of Issue:</td>
<td>Tuesday, July 16, 2019</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>MANDATORY Site Inspection:</td>
<td>Friday, July 26, 2019</td>
<td>2:00PM ET</td>
<td>On Site *</td>
</tr>
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<td>Inquiry Cut-Off Time:</td>
<td>Friday, August 9, 2019</td>
<td>3:00PM ET</td>
<td>City Hall</td>
</tr>
<tr>
<td>Bid Delivery Cut-Off Time:</td>
<td>Tuesday, September 3, 2019</td>
<td>3:00PM ET</td>
<td>City Hall</td>
</tr>
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<td>Bid Opening and Tabulation:</td>
<td>Tuesday, September 3, 2019</td>
<td>6:00PM ET</td>
<td>City Hall</td>
</tr>
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<td>City Council Review:</td>
<td>Tuesday, September 3, 2019</td>
<td>6:00PM ET</td>
<td>City Hall</td>
</tr>
<tr>
<td>Earliest Possible Notice to Proceed:</td>
<td>Monday, September 9, 2019</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Substantial Completion:</td>
<td>180 Calendar Days from NTP</td>
<td>n/a</td>
<td>n/a</td>
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† All locations in the City Hall, 4101 Walnut Street, Loris, SC unless otherwise stated.

LORIS CITY HALL RENOVATION
LORIS, SOUTH CAROLINA
BID NUMBER 181147

1) Written, sealed proposals for the LORIS CITY HALL RENOVATION, LORIS, SC will be received by the Purchasing Office, 3909 Walnut St. Loris SC, 29569 until cut-off time shown in the Bid Time Line above. Bids will then be publicly and promptly opened and read at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer’s possession prior to the stated opening date and time will be considered NON-RESPONSIVE and returned unopened. An official authorized to bind the Bid must sign all bid documents submitted.

2) A MANDATORY Pre-Bid Site Inspection will be held in the existing City Hall building Tuesday, July 23, 2019 at 2:00 PM Eastern Time. An official site tour will be conducted. Each provider will be responsible to make their own independent inspection of the project area. Only those companies with a representative registered in attendance will be qualified to submit a Bid. There will be NO late attendance permitted.

3) One (1) unbound reproducible ORIGINAL of the Bid must be submitted in a sealed envelope and clearly marked as follows:

BIDDER'S NAME
BID ITEM NAME
BID NUMBER

4) This project may consist of, but not be limited to: building interior demolition, interior renovations, and upgrades to mechanical, plumbing and electrical systems. The work performed under this Contract shall include, but may not be limited to: the furnishing of all
labor, materials, equipment and services, whether specifically mentioned or not, that is required to complete the Construction of the Work of the project. All requirements of the State of South Carolina and all pertinent administrative regulations shall apply to this project as if herein written out in full.

5) The outside or exterior of each proposal envelope or container of the proposal **MUST** be marked and properly identified as appropriate and as provided more specifically herein, Section 00100, Instructions to Bidders, Paragraph IV Preparation and Submission of Bids. Proposals or amendments to proposals received after the proposal deadline will be considered as “Late Proposals” and will not be considered for any cause whatsoever. The Respondent shall sign his / her proposal correctly. All offers shall be entered in ink or typewritten. Proposals may be rejected if any omissions, alteration of form, additions not called for, or any irregularities of any kind are shown. Proposal envelopes or containers with amendments or changes written on the exterior will not be considered or opened. Respondents and their authorized representatives are invited to be present at the proposal opening.

6) **Important Offeror Notes:**
   a) Bid Number & Title must be shown on the **OUTSIDE** of the delivery package.

7) **Inclement Weather/Closure of City Hall**
   If the City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

8) **SITE INSPECTION:**
   a) The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and to check all dimensions at the site.

   b) Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.

   c) The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.

   d) No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

   e) Insofar as possible, the Contractor, in carrying out his/her work, must employ
such methods or means as will not cause interruption of or interference with
the work of any other Contractor, or City personnel at the site.

9) The Construction Contract will be awarded to the firm or team of firms submitting the
lowest and most responsive and responsible proposal as determined by the City. LORIS
reserves the right to reject any and all proposals for any reason at any time prior to
execution of the Contract. It further reserves the right to waive any and all technicalities
and formalities in the proposal process as well as accept in whole or in part such proposal
or proposals where it deems it advisable in protection of the best interests of the City and
to hold all proposals for examination for a period not to exceed ninety (90) calendar days.
The selected Contractor is encouraged to utilize, to the extent possible, local firms and
trades from within LORIS.

10) **Performance Bond**: The successful offeror must provide a Performance Bond from a
surety company qualified to do business under the laws of the State of South Carolina in
the amount of 100 percent (100%) of the contract amount, within fifteen (15) days after
receipt of written notice of formal award of the Contract. Pricing for such Performance
Bond should be indicated separately on the Vendor Bid Submission Form.

11) **Bid Bond**: Each bid must be accompanied by a Bid Bond, or by a certified check payable
to LORIS, SC, for an amount equal to five per-cent (5%) of the total base bid as a
guarantee that if the bid is accepted, the required Contract will be executed within fifteen
(15) days after receipt of written notice of formal award. Bids not including such a bid bond
will not be considered. Bid Bonds will be returned to unsuccessful vendors after award of
Bid.

12) **Payment and Material Bond**: The successful offeror must provide a Payment and
Material Bond from a surety company qualified to do business under the laws of the State
of South Carolina in the amount of 100 percent (100%) of the contract amount, within
fifteen (15) days after receipt of written notice of formal award of Contract.

13) **Electronic Data Transfer Disclaimer Notice**

   LORIS is providing, by agreement with certain parties, materials stored electronically. The
parties recognize that data, plans, specifications, reports, documents, or other information
recorded on or transmitted as electronic media (including but not necessarily limited to
“CAD documents”) are subject to undetectable alteration, either intentional or
unintentional, due to, among other causes, transmission, conversion, media degradation,
software error, or human alteration. Accordingly, all such documents are provided to the
parties for informational purposes only and not as an end product or as a record document.
Any reliance thereon is deemed to be unreasonable and unenforceable. These files do
not include a professional surveyor's/engineer's stamp and only drawings with such stamp
are to be considered as true and final. LORIS is not responsible for edited or reproduced
versions of this digital data. Each respondent must include EXHIBIT K as a Mandatory Bid
Submittal Form.

END OF SECTION 00010
SECTION 00100
INSTRUCTIONS TO BIDDERS
LORIS CITY HALL RENOVATION
Bid# 181147

1. **Submission of Questions**
   Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on Page four (4) in order to generate an official answer. All written questions will receive an official written response from the LORIS Purchasing Office (LPO) and will become addenda to the solicitation.

   LPO reserves the right to reject or deny any requests made by the provider.

   Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official LPO position. The only official position of LPO is that which is stated in writing and issued in the solicitation as addenda thereto.

   No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. SEND QUESTIONS TO:

   Purchasing
   3909 Walnut St. Loris SC, 29569
   Fax: (843) 756-4004
   Email: loriscodeenforcement@sccoast.net

2. Written sealed public bids for a Term Contract to provide LORIS CITY HALL RENOVATION shall be received in the Purchasing Office, 3909 Walnut St. Loris SC, 29569 until the cut-off time shown in the bid timeline on page (2) of this document. Bids will then be publicly and promptly opened at the designated time by the Purchasing Officer. Bids that are not in the Purchasing Officer’s possession prior to the stated opening date and time will be considered NON RESPONSIVE and returned unopened. An official authorized to bind the offer must sign all proposals submitted.

3. **IMPORTANT OFFEROR NOTES:**
   a) Bid Number & Title must be shown on the OUTSIDE of the delivery package.

4. **Inclement Weather/Closure of City Courthouse**
   If the City Courthouse is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5. This solicitation does not commit LORIS to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the LORIS Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The City assumes no responsibility for delivery of bids that are mailed. LORIS reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.
6. One (1) unbound, reproducible ORIGINAL of bids must be submitted in a sealed envelope and clearly marked as follows:

**OFFEROR’S NAME**
**BID ITEM NAME**
**BID NUMBER**

7. No Bidder may submit more than one bid. Multiple bids for the different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

8. **Definitions:**
   
a) The terms “Proposer”, “Offeror”, or “Bidder” refer to those parties who are submitting sealed bids for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder. The term “Contractor” refers to the successful Bidder.
   
b) The term “LORIS CITY HALL RENOVATION” or “Project” refers to the complete set of services as specified in this document, in every aspect.
   
c) The terms “Owner” and “City” refer to the City of Loris, South Carolina.
   
d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
   
e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

9. **Correction or Withdrawal of Bids; Cancellation of Awards**
   An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.
   
a) Bids submitted prior to time and date designated for opening of Bids may be modified or withdrawn only by written notice to the individual receiving the Bids as identified in this Section 00100, Paragraph I, as stated above. Facsimile transmissions will be accepted only for the purpose of withdrawing Bids and only if received prior to time of Bid opening.
   
b) Correction of awards: An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
   
c) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that LORIS’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

10. Faxed or E-mailed bids will not be accepted by LORIS.

11. If you need any reasonable accommodation for any type of disability in order to participate in
this procurement, please contact the purchasing office as soon as possible.

12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.

13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled “Exception(s) to Bid Conditions and Specifications,” and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Loris, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions. If none, write “NONE”.

14. LORIS reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bids as may be deemed in the best interest of the City. LORIS further reserves the right to reject any bid submitted, at its sole option that the vendor may not be able to meet the service requirements of the bid.

15. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

16. Material Safety Data Sheets: The Loris will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.

17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered “works for hire” as defined in the U.S. Copyright Act.

18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.

19. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

20. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of
Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the City or its agents for its determination in this regard.

21. **CERTIFICATION REGARDING DRUG-FREE WORKPLACE:**
The contractor certifies that the vendor(s) will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

22. **Title VI Compliance:**
LORIS hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which LORIS receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with LORIS. Any such complaint must be in writing and filed with LORIS’s Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please contact us by email.

23. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

24. **Acknowledgement of Addenda**
Each contractor is responsible to verify the number of total addenda issued prior to bid. Failure to acknowledge all addenda shall disqualify the bidder. It is each proposer’s responsibility to verify that all addenda have been received and acknowledged.

25. **Bids must be made on Proposal or Bid Form furnished or will be rejected.** Proposals shall be typewritten or written in ink on the form prepared by the City. The person signing the bid shall initial all corrections or erasures.

26. **Insurance**
The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

a. **General Liability**
Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. **Minimum Limits**
General Liability:
$1,000,000 General Aggregate Limit
$1,000,000 Products & Completed Operations
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence Limit
$50,000 Fire Damage Limit
$5,000 Medical Expense Limit

b. **Automobile Liability**
Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

   1. **Minimum Limits**
      Automobile Liability:
      $1,000,000 Combined Single Limit
      $1,000,000 Each Occurrence Limit
      $5,000 Medical Expense Limit

c. **Workers' Compensation**
Limits as required by the Workers' Compensation Act of SC. Employers Liability, $1,000,000.

d. **Owners' & Contractors' Protective Liability**
n/a

e. **Professional Liability**
n/a

f. **Coverage Provisions**

   1. All deductibles or self-insured retention shall appear on the certificate(s).
   2. The Loris, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
   3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
   4. Shall provide 30 days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
   5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
   6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
   7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its officers/officials, agents, employees and volunteers.
   8. The insurer shall agree to waive all rights of subrogation against the City, its officers/officials, agents, employees or volunteers for any act, omission or
condition of premises which the parties may be held liable by reason of negligence.

9. The bidder shall furnish the City certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Officer.

27. Workman’s Compensation Coverage

LORIS, SC will require each contractor and service provider to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, $1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1

28. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

29. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

30. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any employee from work that the City deems incompetent or careless.
Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

31. Invoicing and Payment
The firm shall submit invoices on a frequency to be determined, as agreed upon by the City, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

Loris
Accounts Payable
3909 Walnut St. Loris SC, 29569

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

32. Progress Payments
Contractor's Application for Payment shall be submitted to the Owner on AIA Document G702 and G703–1992 Edition, or such other form as may be mutually agreed upon. The period covered by each Application for Payment shall be not less than one calendar month. The Owner shall make progress payments to the Contractor on undisputed amounts certified by the Engineer within thirty (30) days from receipt of the Application for Payment by the Owner in accordance with Title 29, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended.

33. South Carolina Sales Tax
The City of Loris, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

34. Assignment of Contract
This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

35. Termination
Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. Termination for Convenience
In the event that this contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not
apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **Non-Appropriation:**
It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the City will only be required to pay for services completed to the satisfaction of the City.

36. **Default**
In case of default by the contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law.

37. **Severability**
In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

38. **Applicable Laws**
This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

39. **Claims and Disputes:**
All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Conway, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Conway, South Carolina and waive any right to contest jurisdiction and venue in said Court.

40. **Rights of City**
The City reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.

41. **Award of Bid**
In determining the lowest responsive and responsible bidder, in addition to price, there may be considered the following:

(a) The ability, capacity and skill of the bidder to perform the contract.
(b) Whether the bidder can perform the contract within the time specified, without delay of interference.
(c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
(d) The quality of performance on previous contracts.
(e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
(f) The sufficiency of the financial resources to perform the contract to provide the service.
(g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
(h) The ability of the bidder to provide future maintenance and service.
(i) The discount terms and conditions of the bid.
(j) Delivery time.

42. **Notice of Award**

A **Notice of Intent to Award** will be mailed to all respondents.
43. **Protest**

Bidders may refer to the Loris, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

44. **Debarment**

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

45. **Firm Pricing for City Acceptance**

Bid price must be firm for City acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

46. **Quotations to be F.O.B.: Destination**

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

47. **Unit Prices and Extension**

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

48. **Use of Brand Names (If Appropriate)**

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the City in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

49. **Mobilization After Notice to Proceed**

Bid must show the number of days required to mobilize after receiving a Notice to Proceed under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
50. **Permits**

The successful Offeror must be responsible for obtaining all necessary City, and state permits/licenses and must comply with all local codes and ordinances. All applicable permit fees will be waived by the City of Loris for all work involved with this project. Copies of such permits/licenses shall be made available to the City upon request. Building contractors working within Loris must also secure a Contractor's License from the Building Department. Work within the Loris City Limits may require a City Business License.

51. **Environmental Management:**

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

52. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

53. Any attempt by the vendor to influence the opinion of City Staff or City Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.

54. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.

55. **Response Clarification**

Loris reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

56. **Special Provisions and Conditions:**

a) Bidders shall be licensed as a General Contractor in the State of South Carolina and will hold all Trade Contracts and Building Permit(s) on the project.

b) Trade Contractors (Prime and Sub-Contractors) shall be qualified to perform work contracted for and shall be licensed as such in the State of South Carolina.

c) The contractor will be responsible for disposal of any and all removed, unused and surplus materials and any fees and transportation costs associated with the disposal.

d) The contractor is responsible for contacting the Palmetto Utility Protection Service (P.U.P.S.) at its 811 or toll-free number (1-888-721-7877) between the hours of 7:30 am (ET) and 5:30 pm (ET), Monday through Friday, 72 hours before starting the proposed work.

57. **Vendor Checklist**
The items indicated below must be returned as a part of the Bid Submission package:

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<tr>
<td>00400</td>
<td>Bid Bond, Cashier's Check or Certified Check</td>
</tr>
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</table>

Additionally, the successful contractor will be required to provide a preliminary dated work schedule and a Certificate of Insurance naming Loris, SC as an additional insured. This must be on file prior to any final award.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

END OF SECTION 00100
SECTION 00200
INTENT TO RESPOND

REF:  BID#-181147, LORIS CITY HALL RENOVATION

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as nonresponsive; nor does the return of the form obligate an interested party to submit a response. LORIS’s efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda.

☐ Our firm does intend on responding to this solicitation.

☐ Our firm does not intend on responding to this solicitation.

Company Name:__________________________________________________________

Printed Contact Name: ____________________________________________________

Authorized Signature: _____________________________________________________

Telephone:__________________  Fax Number: ________________________________

E-Mail: _________________________________________________________________

Please return this completed form to Purchasing:
• by e-mail to loriscodeenforcement@sccoast.net

[End of Intent to Respond]
SECTION 00300
MANDATORY BID SUBMITTAL FORM

LORIS CITY HALL RENOVATION, Bid #181147

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud;(3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understand and accept all provisions: (5) if accepted by the City, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

The undersigned, having visited the site of the Work and having familiarized themselves with local conditions affecting the cost of the work and with all requirements of the proposed Construction Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, propose to furnish and perform all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

Name of Company submitting bid ___________________________________________

BASE BID PROPOSAL: Bidder / Proposer agrees to perform all of the work described in the specifications, including allowances, and shown on the drawings, for the sum of:________________________________________________________$_________________________
(words shall govern)

For additional work authorized after signing the Contract, the amount of overhead and the amount of profit to be added to base costs of labor and materials shall be (15%) total for overhead and profit on work performed by the Contractor's own forces and (10%) total on work by Subcontractors.

COMPLETION DATE: Contractor must conform with Division 0, Section 00750, Summary Schedule and Key Milestones.

LIQUIDATED DAMAGES: Liquidated damages for this project shall be five hundred dollars ($500.00) per calendar day for Contractor’s failure to complete any key milestone by its intermediate completion date or the Substantial Completion date. Refer to Division 1, Section 01100, Summary of Work.

The undersigned affirms that in making such Bid, neither he /she nor any company that they may represent, nor anyone in behalf of him / her or their company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to maintain the prices of said work, or any compact to prevent any other Bidder or Bidders from Bidding on said Contract or work and further affirms that such bid is made without regard or
reference to any other Bidder or without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such Bidding in any way or manner whatsoever.

The undersigned, when notified of the acceptance of this Bid proposal, does hereby agree to enter into a Contract with the Owner within five (5) calendar days from the date of the Notice of Award, for the execution of the work described within the period of time allocated, and he / she shall give a Performance Bond and Payment Bond, with good and sufficient surety.

The undersigned further agrees that if awarded the Contract he /she will commence the work within ten (10) calendar days after the date of the Notice to Proceed and that he / she will complete the work in accordance with the Summary Schedule and Key Milestones and Substantial Completion date set forth in the Bidding and Contract Documents or such amended date as may be granted. If the undersigned fails to complete the work as provided in the aforementioned schedule, then and in that event, he / she further expressly agrees that, for each day that any phase of work under this Contract remains uncompleted thereafter the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as provided for herein and retain that sum for failure of the undersigned to complete this Contract on or before the expiration of the period shown in the completion schedule.

The undersigned agrees that the Owner’s damages caused by delay are not capable of being established and would be difficult to measure accurately and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.

In submitting this Bid, it is understood that the right is reserved by the Owner to waive any informality or irregularity in any Bid or Bid guaranty, to reject any and all Bids, to re-Bid, to award or refrain from awarding a contract for the work and to negotiate with the apparent qualified low responsive Bidder to such extent as may be beneficial to the Owner.

The undersigned attaches hereto a cashier’s check, certified check or Bid Bond in the sum of _______________Dollars ($______________), payable to LORIS, as required in the Request for Proposals, and the undersigned agrees that in case he / she fails within five (5) calendar days after Notice of Award of the Contract to him /her to enter into the Contract in writing and furnish the required Payment and Performance Bonds, with surety or sureties to be approved by Owner, and insurance policies or endorsements, the Owner may, as its option, determine that the undersigned has abandoned his / her rights and interest in such Bid and that the cashier’s check, certified check, or Bid Bond accompanying his / her bid has been forfeited. Otherwise, the cashier's check, certified check, or Bid Bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds and insurance, or upon rejection of his / her Bid.

A Bid shall be considered unresponsive and shall be rejected if it fails to include fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award the Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding his / her own employment policies and practices as well as those of his / her proposed prime contractor, subcontractors and consultants as the Owner may require.

The Bidder shall furnish similar statements executed by each of his / her prime contractor, first-tier and second-tier subcontractors and consultants whose contracts equal Ten Thousand Dollars ($10,000.00) or more and shall obtain similar compliance by such prime contractor,
subcontractors and consultants before awarding such contracts. No prime contract or subcontract shall be awarded to any non-complying prime contractor and/or subcontractor.

It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the date of Final Acceptance, unless otherwise specified.

The undersigned affirms that he she has completed all of the blank spaces on the Bid Submittal Form, with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the lowest figure quoted in words shall take precedence and govern when determining final costs or award of the Contract. Contractor shall also submit a Schedule of Values as per Section 01331 with the “Bid Form”.

The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the State of South Carolina were used in the preparation of this “Bid Form”.

REQUIRED FORMS: There are specific forms required to be completed and submitted as part of the response to this Request For Proposals (RFP). The omission, whether inadvertent or not, of any one or more of these forms will cause the Bidder’s response to be disqualified. The following forms identified, as Exhibits to this RFP, shall be included in the response:

1. Exhibit A: Acknowledgement of Addenda
2. Exhibit B: Material Substitution Request
3. Exhibit C: Non-Collusion Affidavit
4. Exhibit D: Substitute. IRS Form W-9
5. Exhibit E: Indemnification
6. Exhibit F: List of Prime and Subcontractors
7. Exhibit G: Statement of Experience
8. Exhibit H: Unit Price Schedule
9. Exhibit I: Exceptions Page
10. Exhibit J: Electronic Data Transfer Disclaimer

Bid cost must remain valid ninety (90) days from bid opening date.

Additional Contractor Information:

1. LLR Contractor Number & Endorsements:_________________________________________________

2. Contact Address:______________________________________________________________

3. Contact Person ________________________________________________________________

4. Telephone Number __________________________ Fax Number________________________

5. E-Mail address ________________________________________________________________

6. Remittance Address: __________________________________________________________

7. Accounting Contact ___________________________________________________________
8. Telephone Number ________________________ Fax Number___________________

9. E-Mail address   ___________________________________________________

10. FEIN or Social Security Number:   _____________________________________

11. Does your individual or company structure require the filing of a Form 1099 to the IRS on
    the part of LORIS, SC?  □ Yes  □ No

12. Acceptance of Invitation for Bid Content:  The contents of the successful IFB/RPS are
    included as if fully reproduced herein.  Therefore, the selected contractor must be
    prepared to be bound by his/her proposal as submitted.

13. RENEWAL OF CONTRACT
    The continuation of the terms, conditions, and provisions of any resulting contract beyond
    the fiscal year is subject to approval and ratification by the LORIS Council and
    appropriation by them of the necessary money to fund said contract for each

14. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:
    The undersigned certifies that the vendor listed below will provide a “drug-free workplace”
    as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976,
    as amended, by the complying with the requirements set forth in title 44, Chapter 107.
    □ Yes  □ No

15. Any attempt by the vendor to influence the opinion of City Staff or City Council by
    discussion, promotion, advertising, misrepresentation of the submittal or purchasing
    process or any procedure to promote their offer will constitute a violation of the vendor
    submittal conditions and will cause the vendor’s submittal to be declared null and void.

16. The lowest or any proposal will not necessarily be accepted and the City reserves the right to
    award any portion thereof.  I/We, the undersigned, hereby confirm that all the above noted
    documents for Bid/Request for Proposal No. 181147 were received.

17. ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at
    www.procurement.sc.gov) By signing your offer, you certify that you will comply with the
    applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and
    agree to provide to the State upon request any documentation required to establish either:
    (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-
        subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in
        compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who
        knowingly makes or files any false, fictitious, or fraudulent document, statement, or report
        pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within
        the discretion of the court or imprisoned for not more than five years, or both." You
        agree to include in any contracts with your subcontractors language requiring your
        subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and
        (b) include in their contracts with the sub-subcontractors language requiring the sub-
        subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]
18. Printed Name of person binding bid

19. Signature* (X)

20. Date

*Important: Execute acknowledgment of officer or agent who signs this document (use proper form on following pages)

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION:

State of: (________________________)

Country of: (________________________)SS

On this ____________ day of ________________________, 2019 before me personally came and appeared ___________________________ to me known, who, being by me duly sworn, did depose and say to me that he resides at ___________________________, that he/she is the ___________________ of _____________________ the corporation described in and which executed the foregoing instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

(Seal) _____________________________________

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of (________________________)

Country of (________________________)

On this ___________ day of ___________________________ 2019, before me personally came and appeared __________________________ to me known and known to me to described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal) _____________________________________

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL:

State of (________________________)

Country of (________________________)

On this ___________ day of ___________________________ 2019, before me personally came and appeared __________________________ to me known and known to me to be the person described in and who executed the forgoing instrument and acknowledged that he executed the same.

(Seal) _____________________________________

Notary Public

(Exhibits Continue on Following Pages)
COMPANY NAME: ________________________________________________

☐ Addendum #1 Received Date: __________________________ Initialed By: _______
☐ Addendum #2 Received Date: __________________________ Initialed By: _______
☐ Addendum #3 Received Date: __________________________ Initialed By: _______
☐ Addendum #4 Received Date: __________________________ Initialed By: _______
☐ Addendum #5 Received Date: __________________________ Initialed By: _______
☐ Addendum #6 Received Date: __________________________ Initialed By: _______

[THE REMAINDER OF THIS PAGE IS BLANK]
We hereby submit for your review the following PRODUCT SUBSTITUTION of the specified material for the above listed project.

Section: ____________________________________________
Paragraph: __________________________________________
Specified Material: ____________________________________

Attached is complete technical data of the PRODUCT SUBSTITUTION, highlighted or underlined for easy reading, including laboratory test, as necessary, in duplicate. Included is complete information on changes to the Project Manual Documents required by the proposed PRODUCT SUBSTITUTION for its proper installation.

A) The Trade Contractor, under whose transmittal this information is sent, has reviewed the PRODUCT SUBSTITUTION and agrees it is applicable to this project in the location described and agrees to warrant/guarantee the use of the PRODUCT SUBSTITUTION in the same manner he would the Specified Product.

☐ Yes ☐ No
If not, explain: ______________________________________

B) Does the PRODUCT SUBSTITUTION affect the dimensions shown on the Drawings in ANY WAY?

☐ Yes ☐ No
If so, how? _________________________________________

C) Does the undersigned have the approval of the Manufacturer/Supplier to pay for any changes to the building design, including engineering and detailing costs, caused by the requested PRODUCT SUBSTITUTION?

☐ Yes ☐ No
If so, to what extent? _________________________________

D) What effect does the PRODUCT SUBSTITUTION acceptance have on other trades?

☐ None ☐ Don't Know ☐ As follows:
E) Difference between proposed PRODUCT SUBSTITUTION and the Specified Product? BE SPECIFIC IN DESCRIPTION. (ASTM No., Size, Gauge, Material, Color Availability, Construction)

________________________________________________________________________
________________________________________________________________________
(Attach additional pages as required)

F) Manufacturer's guarantees and warranties of the PRODUCT SUBSTITUTION and the Specified Product?

☐ Same ☐ Different (Explain)

G) What is the cost differential of the PRODUCT SUBSTITUTION in comparison to the Specified Product?

☐ Same ☐ Less Expensive by $ ____________ ☐ More Expensive by $ ____________

I) The PRODUCT SUBSTITUTION has been verified by the undersigned with the Manufacturer/Supplier as meeting or exceeding the specifications of the Specified item.

☐ Yes ☐ No ☐ Waiting for answer.

THE UNDERSIGNED Trade Contractor states that the function, appearance, and quality of the PRODUCT SUBSTITUTION are equivalent or superior to the specified item. In addition, I, as the Trade Contractor will assume all responsibility for any impact or delay the review and evaluation of the alternate product may cause. Your approval of the Substitute Product in no way will relieve me as the Trade Contractor of my responsibilities to conform with all requirements of the Contract Documents.

Submitted By: ___________________________ Signature ___________________________ Printed ___________________________

FOR USE BY ARCHITECT/ENGINEER:

☐ RECEIVED TOO LATE ☐ NOT ACCEPTED ☐ APPROVED AS NOTED

FOR BIDDING ONLY, FINAL APPROVAL SUBJECT TO SUBMITTAL DATA IN ACCORDANCE WITH REQUIREMENTS OF CONTRACT DOCUMENTS.

DATE ___________________________

BY ___________________________

PHONE #___________________ FAX #__________________
“EXHIBIT C”

FORM OF NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(Part of Proposal)

State of South Carolina )
Loris )

Being first duly sworn deposes and says that:

(1) He / She is________________________ of________________________________
The Bidder that has submitted the attached Bid / Proposal;

(2) He / She is fully informed respecting the preparation and contents of the attached Bid / Proposal and of all pertinent circumstances respecting such Bid / Proposal;

(3) Such Bid / Proposal is genuine and is not a collusive or sham Bid / Proposal;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, 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 Bid / Proposal 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, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner 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 affiant.

(Signed)______________________________________

____________________________________
(Title)

Subscribed and sworn to before me this______ day of________________,2019

Notary Public in and for LORIS, South Carolina

My commission expires on:____________________
Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to LORIS. If this number is not provided, you may be subject to a 28% withholding on each payment.

**INDIVIDUAL OR OWNER’S NAME**
(Sole Proprietor Must Provide Individual Name along with Business Name)

**LEGAL BUSINESS NAME (d/b/a):**

**ADDRESS:**

**9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)**
(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)

Social Security Number   ___ ___ ___ - ___ ___ - ___ ___ ___ ___
Employer Identification Number   ___ ___ - ___ ___ ___ ___ ___ ___ ___

**BUSINESS DESIGNATION**

- Individual, Sole Proprietor, or Single-Member LLC
- S-Corporation
- C-Corporation
- Partnership
- Trust/Estate
- Governmental Entity
- Non-Profit Organization/501(a)
- Limited Liability Company:  C = Corporation   S = S Corporation   P = Partnership

**Exempt Payee Code (if any):**
(Exemption codes apply only to certain entities, not individuals; IRS W-9 instructions, page 3):

**PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):**

- MEDICAL SERVICES PROVIDER
- ATTORNEY/LEGAL SERVICES PROVIDER

**CERTIFICATION** Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all...
interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.

Signature: ____________________________     Date ____________________
“EXHIBIT E”

INDEMNIFICATION
(Part of Proposal)

The Bidder will indemnify and hold harmless the Owner, LORIS, South Carolina 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, damages, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Bidder, and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, LORIS, South Carolina or any of their agents and / or employees by an employee of the Bidder and 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 to the amount or type of damages, compensation or benefits payable by or for the Bidder under the Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

The obligation of the Bidder under this paragraph shall not extend to the liability of LORIS, South Carolina or its agents and / or employees arising out of the reports, surveys, change orders, designs or technical specifications.

BIDDER’S FIRM: ______________________________________________

PRINTED NAME: _____________________________________________

TITLE: _______________________________________________________

SIGNATURE (X): _____________________________________________

DATE: _______________________________________________________

TELEPHONE NO.:_____________________________________________

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
The undersigned states that the following is a full and complete list of proposed prime contractor and sub-contractors on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without the written consent of the Owner.

<table>
<thead>
<tr>
<th>Prime Contractor, Subcontractor Consultants and Address</th>
<th>Class of Work to be Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
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<td>6)</td>
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</tbody>
</table>

Dated:___________________

Bidder:______________________________________________

Signed:______________________________________________

Title:________________________________________________
```
**STATEMENT OF EXPERIENCE OF THE BIDDER**
(Part of Proposal)

The Bidder / Proposer is requested to state below what work of similar scope and complexity he/she has successfully completed, and to provide references that will enable the Owner to judge his/her experience, skill and business standing and his/her ability to conduct the Work in conformance with the requirements of the Construction Contract Documents.

<table>
<thead>
<tr>
<th>Project and Location</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) __________________</td>
<td>__________</td>
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<td>2) __________________</td>
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<td>3) __________________</td>
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<td>5) __________________</td>
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</tr>
</tbody>
</table>

Dated:________________ Bidder/Proposer: ____________________________________________

Signed: ________________________________________________________

Title: __________________________________________________________
```
When changes in the work are ordered by the Owner, and such changes involve the following items, the following unit prices will be used to calculate adjustments to the Contract Sum. These unit prices shall be for the Work as specified, including all labor, materials, equipment, accessories, shipping, preparation, insurance, testing, overhead, profit, applicable taxes, permits, fees, warranties and all other associated costs for the finished and completed Work. All unit prices for utility conduits shall include sweeps, bends, couplings, caps, fittings, etc. which shall be included in the unit price per linear foot. Unit prices for undercut soils shall include material in place, surveyed and compacted pursuant to the Contract Documents.

Submit unit price and proposal amount for the following items. This list may not include all components necessary to provide a completed product, therefore any applicable items necessary to provide a completed product should be considered in your unit price response.

In case of errors in the extension of prices, unit price governs. In case of error in summations, corrected bid amounts will be totaled and will govern.

Contractor shall be responsible for all necessary electric and water hookups.

Contractor shall make quantity take-offs using drawings to determine quantities to his satisfaction, reporting promptly any discrepancies which may affect bidding. This is not a comprehensive list of items included in the contract documents, and represents only a portion of the project total.

**UNIT PRICE SCHEDULE.**

**SECTION A - GENERAL**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1</td>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section Subtotal**

**SECTION B - ELECTRICAL**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1</td>
<td>Install new three-way switches with cover</td>
<td>18</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.2</td>
<td>Install new single pole switch with cover</td>
<td>58</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.3</td>
<td>Install new duplex receptacle - 20A with cover</td>
<td>460</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.4</td>
<td>Install new ground fault current interrupt receptacle with cover</td>
<td>10</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.5</td>
<td>Install new 2x4 recess mount LED fixture</td>
<td>61</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.6</td>
<td>Install new 2x2 recess mount LED fixture</td>
<td>20</td>
<td>EA</td>
<td></td>
<td></td>
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<tr>
<td>-----</td>
<td>----------------------------------------</td>
<td>-----</td>
<td>----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.7</td>
<td>Install new 15W dimmable LED fixture</td>
<td>95</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.8</td>
<td>Install new track lighting</td>
<td>3</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.9</td>
<td>Install new wiring</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.10</td>
<td>Install new emergency lights w/ battery backup</td>
<td>4</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.11</td>
<td>Install new emergency/exit light w/ battery backup</td>
<td>12</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.12</td>
<td>Install new electrical panels</td>
<td>6</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section Subtotal**

**SECTION C – HVAC**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1</td>
<td>Install new HVAC wall air return</td>
<td>11</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.2</td>
<td>Install new HVAC ceiling air return</td>
<td>12</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.3</td>
<td>Install new HVAC wall vent supply</td>
<td>21</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.4</td>
<td>Install new HVAC ceiling vent supply</td>
<td>30</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.5</td>
<td>Install new HVAC duct</td>
<td>780</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.6</td>
<td>Install new HVAC handler</td>
<td>6</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.7</td>
<td>Install new exhaust fans</td>
<td>8</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section Subtotal**

**SECTION D – WALL, CEILING AND FLOOR**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.1</td>
<td>Install new suspended 2x2 acoustical ceiling grid</td>
<td>3720</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.2</td>
<td>Install new gypsum board ceiling</td>
<td>4050</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.3</td>
<td>Install new gypsum board walls</td>
<td>2350</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.4</td>
<td>Install wall trims, and casings</td>
<td>2350</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.5</td>
<td>Install new door (2hr. Fire Rated)</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.6</td>
<td>Install new lever handle hardware to all doors</td>
<td>41</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.7</td>
<td>Install insulation (R19 min.) in all exterior walls</td>
<td>400</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.8</td>
<td>Paint and caulk new gypsum board walls, trim and casings</td>
<td>2350</td>
<td>LF</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section Subtotal**
### D. Ceilings

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.9</td>
<td>Finish, paint and caulk new gypsum board ceilings</td>
<td>4050</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.10</td>
<td>Install new carpet</td>
<td>6480</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.11</td>
<td>Install new ceramic tile</td>
<td>360</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.12</td>
<td>Install new linoleum floor</td>
<td>460</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.13</td>
<td>Reinstall all doors</td>
<td>41</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section Subtotal**

### E. Roof Framing and Materials

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.1</td>
<td>Install new Thermoplastic Polyolefin (TPO) waterproofing material</td>
<td>1790</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.2</td>
<td>Install new roof framing in storage area</td>
<td>375</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.3</td>
<td>Install new roof framing connections</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.4</td>
<td>Install new roof sheathing</td>
<td>1790</td>
<td>SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E.5</td>
<td>Install new scupper</td>
<td>3</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Section Subtotal**

**Total for Construction =**

Bidder/Proposer: ________________________________

Signature: ________________________________

Title: ________________________________

Dated: ________________________________

[THE REMAINER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
“EXHIBIT I”

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation.
EXHIBIT J
ELECTRONIC DATA TRANSFER DISCLAIMER NOTICE
MANDATORY BID SUBMISSION FORM

Attn: Purchasing
LORIS Purchasing Office
3909 Walnut St.
Loris SC, 29569

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______________________  __________________________
(Company Name)     (OFFICE TITLE)

_______________________  __________________________
(SIGNATURE)     (DATE)

_______________________  __________________________
(OFFICE PHONE)    (OFFICE FAX)

END OF SECTION 00300
SECTION 00400

BID BOND

(Submit in triplicate – two (2) originals and one (1) copy. Attach triplicate copies of Power of Attorney and Agent’s Current South Carolina license)

STATE OF _____________________)  SS  
CITY OF _____________________)  

KNOW ALL MEN BY THESE PRESENT that we, ___________________________________, as Principal, and ________________________________________________, as Surety, are held and firmly bound unto LORIS, hereinafter called the Owner, in the sum of ________________________________________________ Dollars ($_________________________________) for the payment of which sum well and to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal, on the ___________ day of ___________, 2019 entered into a certain Contract with the Owner, hereinafter attached, for Contract entitled

LORIS CITY HALL RENOVATION
LORIS, SOUTH CAROLINA

NOW THEREFORE, If the Principal shall not withdraw said Bid within NINETY (90) calendar days after date of opening of the same, and shall within five (5) calendar days after the prescribed forms are presented to him/her for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond with good and sufficient surety or sureties, as required by the Contract Documents, for the faithful performance and proper fulfillment of such Contract and for the proper payment of all persons furnishing labor or materials in connection therewith, or in the event of withdrawal of said Bid within the period specified, or in the event of failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount of which the Owner may procure the required work and/or supplies, provided the latter amount be in excess of the former then the above obligations shall be void and of no effect; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged by their appropriate officials as set forth below this __________ day of _____________________, 2019
PRINCIPAL (If Sole Proprietor or Partnership)

(Firm Name)

ATTEST

By: _________________________________
(SEAL)

____________________________________
Title (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

____________________________________
(Corporate Name)

By: _________________________________
(President)

Attest: _______________________________
(Secretary)

(Impress Corporate Seal)

COUNTERSIGNED BY
RESIDENT SOUTH CAROLINA
AGENT OF SURETY: SURETY:

____________________________________
(Copy of Agent’s current license
as issued by State of South Carolina
Insurance Commissioner)

By: _________________________________
Attorney-In-Fact
(Power of Attorney Must Be Attached)

(Impress Corporate Seal)

END OF SECTION 00400
THIS CONTRACT made and entered into this ______ day of _______, 2019, by and between LORIS, hereinafter referred to as the “Owner”, a body politic and corporate and political subdivision of the State of South Carolina, whose administrative address is: 129 Screven Street LORIS, South Carolina 29442; and, _________________ hereinafter referred to as the “Contractor”, a corporation formed and existing under the laws of the State of _________________ and authorized to do business within the State of South Carolina, whose administrative address is:

WITNESSETH:

WHEREAS, the Owner has a project entitled LORIS CITY HALL RENOVATION, LORIS, SC hereinafter referred to as the “Project”, and;

WHEREAS, the Contractor has submitted the lowest responsible and responsive bid for the Project at $_________________________ and the Owner has awarded the Project to the Contractor; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration not specifically mentioned, the parties agree as follows:

1. The Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete the Project within the time specified, in strict and entire conformity with the Construction Contract Documents, on file at the Office of the Purchasing Dept., LORIS, which are duly approved by the Owner and which said Project Manual, Drawings, Technical Specifications and other Contract Documents are hereby made part of this Contract as fully and with the same effects as if the same had been set forth at length in the body of this Contract.

2. The Contractor hereby agrees to indemnify, defend and hold the Owner and its agents, representatives and employees harmless from any and all liabilities, losses, damages, penalties, judgments, awards, claims, demands, costs, expenses, including reasonable attorney’s fees and court costs, actions, lawsuits or other proceedings arising directly or indirectly, in whole or in part, out of the negligence or willful acts or omissions of the Contractor, its prime contractor, trade subcontractors and consultants or their respective agents, directors, officers or employees in connection with this Contract or in any way with the services or Work described herein, any occurrence at the Project site, or any occurrence arising in connection with or at the Project site or in connection with the Work, whether within or beyond the scope of its duties hereunder.

3. The Contractor’s indemnity and defense obligations under this Contract shall be absolute notwithstanding any provision contained herein or elsewhere to the contrary, and shall survive Final Completion and Final Payment for a period equal to the statute of limitations for any action which could be brought against the Owner or its agents, officers, directors and employees and shall continue through the duration of any action brought during the applicable time periods.
4. The Contractor agrees to indemnify, defend and hold the Owner and its agents, representatives, officers, directors and employees harmless from all costs, damages and expenses, including reasonable attorney's fees, incurred by the Owner and its consultants by virtue of any claim or claims filed by any trade prime or subcontractor, mechanic, laborer, or material-man making claims arising from the performance of the Work by, through, or under the Contractor, provided the Contractor has received from the Owner all amounts properly due under this Contract concerning the claim. The Contractor shall execute and deliver to the Owner's title insurer similar indemnifications or such other document as such title insurer shall reasonably request in order to protect it against lien claims from trade prime or subcontractors. The Contractor also hereby agrees to indemnify and hold harmless, protect and defend the Owner and its consultants from and against any liability, claim, judgment, loss or damage, including, but not limited, to direct damages, attorney's fees, court costs and expenses of collection, occasioned in whole or in part by the sole failure of the Contractor, and its trade prime or subcontractors to comply with any of the terms or provisions of this Contract.

5. In any and all claims against the Owner by any employee of the Contractor or trade prime or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 2 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 trade prime or subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

6. The Owner hereby agrees to pay to the Contractor for the said work, when fully completed, the total sum of $_____________________(the said sum being the total of the Contractor’s bid, a copy of which is attached hereto and made a part hereof for all purposes), subject to such additions and deductions as may be provided for in the Construction Contract Documents. In the event the Bid contains multiple pay items, it is understood that the amount to be paid shall be the total based on the unit prices, together with lump sum prices, contained in said bid, for the work actually completed. Payments on accounts will be made as provided for in the Construction Contract Documents, Project Manual, Division 1, General Requirements, Section 01290, Payment Procedures. The Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post audit thereof. Any unit of provision of goods and services must be approved in writing by the Owner prior to payment.

7. The Owner may unilaterally cancel this Contract and the goods and services there under in the event that the Contractor fails and refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of the applicable South Carolina Statutes, made or received by the Contractor in conjunction with this Contract.

8. The Construction Contract Documents provide the criteria and the final date for completion of the Work of the Project

9. This Contract has been executed by the parties prior to the rendering of any goods or services by the Contractor.

10. The Contractor shall provide a labor and material payment bond and performance bond (the Bond) to the Owner meeting the requirements of Applicable South Carolina Statute in the sum of $_________________ and shall cause the Bond to be recorded with the Notice of Award in the Public Records of Loris, South Carolina.
11. This Contract shall be subordinate to any rule, regulation, order or law of the United States of America, or the State of South Carolina.

12. Contractor and its employees shall promptly observe and comply with then applicable provisions of all Federal, State and local laws, rules and regulations which govern or apply to the goods and services rendered by the Contractor hereunder, or to the wages paid by the Contractor to its employees. Contractor shall require all of its prime and subcontractors and consultants to comply with the provisions of this paragraph.

13. Contractor shall procure and keep in force during the term of this contract all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for Contractor to render its services hereunder. Contractor shall require all of its prime subcontractors and consultants to comply with the provisions of this paragraph.

14. All remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to any party at law or in equity. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expense, reasonable attorneys’ fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal or arbitration proceedings, including, but not limited to, those for paralegal, investigate and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.

15. Contractor represents and warrants unto Owner that no officer, employee or agent of Owner has any interest, either directly or indirectly, in the business of the Contractor to be conducted hereunder. Contractor further represents and warrants to Owner that it has not employed or retained any company person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, that it has not paid or agreed to any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract, and that it has not agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out this Contract. Contractor assures that it will insert the above provision in each of its prime and subcontractor and consultants’ agreements relating to the services to be performed hereunder.

16. The headings of the sections of this Contract are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

17. This Contract, including all Contract documents, constitute the entire understanding and agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

18. This Contract shall not be amended or modified other than in writing signed by the parties hereto. Notwithstanding the foregoing, any Amendments that are not being paid for, in whole or in part, with funds granted by the United States of America or State of South Carolina need not be approved by them.

19. The validity, interpretation, construction and effect of this Contract shall be in accordance with and be governed by the laws of the State of South Carolina. In the event any provision hereof shall be finally determined to be unenforceable, or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract which shall remain in full force and effect.
20. Termination of Contract

a) The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner’s convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performed this Contract, whether completed or in process, delivered to the Owner.

b) Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c) If the termination is due to failure to fulfill the Contractor’s obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Owner for any additional cost occasioned to the Owner thereby.

d) If, after notice of termination for failure to fulfill its Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price shall be made as provided in paragraph 21.a of this clause.

e) The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

f) Non-Appropriation

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the City will only be required to pay for services completed to the satisfaction of the City.

21. Waiver or Forbearance

Any delay or failure of City to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of City’s right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Contractor under this Agreement shall be waived and no breach by Contractor shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

22. TITLE VI COMPLIANCE:

LORIS hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which LORIS receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful
discriminatory practice under Title VI has a right to file a formal complaint with LORIS. Any such complaint must be in writing and filed with LORIS’s Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence.

IN WITNESS WHEREOF, the Owner and Contractor hereto have signed and sealed this Contract on the day and date first above written in three counterparts, each deemed an original contract.

LORIS

_________________________  By:_____________________________
Witness:

Title:____________________________

Contractor

_________________________  By:_____________________________
Witness:

Title:____________________________

(SEAL)

END OF SECTION 00500

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
SECTION 00600
PERFORMANCE BOND

BOND NO. _______________

KNOW ALL MEN BY THESE PRESENTS that we, ___________________________________
as Principal, and ____________________________________________ as Surety, are
held and firmly bound unto Loris, South Carolina hereinafter called the Obligee, in the Penal sum
of ______________________________________________________ Dollars
($_________________________________) for the payment of which sum well and truly to be
made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally firmly by these presents.

WHEREAS, the Principal, on the ___________ day of ___________, 2019 entered into a certain
Contract with the Owner, included herein, for the Contract entitled LORIS CITY HALL
RENOVATION, Loris, South Carolina.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly
perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said
Contract, and all duly authorized modifications of said Contract that may hereafter be made,
notice of which modifications to the Surety being hereby waived, then this obligation shall be void;
otherwise, to remain in full force and effect.

Whenever the Principal shall be and is declared by the Owner to be in default under the Contract,
or wherever the contract has been terminated by default of the Contractor, the Owner having
performed the Owner’s obligations hereunder, the Surety shall:

1. Complete the Contract in accordance with its terms and conditions, or at the Owner’s sole
option.
2. Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance
with its terms and conditions, and upon determination by the Owner and Surety of the lowest
responsible Bidder, arrange for a Contract between such Bidder and the Owner, and made
available as work progresses (even though there should be a default or a succession of
defaults under the Contract or Contracts of completion arranged under this paragraph)
sufficient funds to pay the cost completion less the balance of the Contract price but not
exceeding, including other costs and damages for which the Surety may be liable hereunder,
the amount set forth in the first paragraph hereof. The term balance of the Contract price: as
used in this paragraph, shall mean the total amount payable by the Owner to the Contractor
under the Contract and any amendments thereto, less the amount properly paid by the Owner
to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other
than the Owner named herein or the successors or assignees thereof.

In the case of termination of the Contract, as provided in the Construction Contract Documents,
there shall be assessed against the Principal and Surety herein, all expenses, including
design/engineering, geo-technical, surveying, and legal services incidental to collecting losses
to the Owner under this Bond.
This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the Owner as are provided for in the Construction Contract Documents, and the Principal hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Construction Contract Documents. If no specific periods of warranty are stated in the Construction Contract Documents for any particular item of work, material, or equipment, the Principal hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the Owner.

The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be signed and sealed by their appropriate officials as of the ___________ day of ____________________, 2019.

PRINCIPAL

____________________________________
(Firm Name)

By: _________________________________

WITNESS

_________________________________
(Title)

SURETY

____________________________________
(Firm Name)

By: _________________________________

WITNESS

_________________________________
(Title)

END OF SECTION 00600

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
SECTION 00601
LABOR AND MATERIAL PAYMENT BOND

BOND NO. ____________________________

KNOW ALL MEN BY THESE PRESENTS that we, ___________________________________
as Principal, and ___________________________________ as Surety, are
held and firmly bound unto LORIS, South Carolina hereinafter called the Obligee, in the Penal
sum of __________________________________________ Dollars
($__________________________) for the payment of which sum well and truly to be
made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally firmly by these presents.

WHEREAS, the Principal, on the ___________ day of ___________, 2019 entered into a certain
Contract with the Owner, included herein, for Contract entitled LORIS CITY HALL RENOVATION,
Loris, South Carolina

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly
make payments to all persons supplying labor, materials and supplies used directly or indirectly
by said Principal or his Subcontractors in the prosecution of the work provided for in said Contract,
then this obligations shall be void; otherwise to remain in full force and effect, subject, however;
to the following conditions:

1. This bond is executed for the purpose of complying with the applicable State of South Carolina
   Statutes and all acts amendatory thereof, and this Bond shall inure to the benefit of any and all
   persons supplying labor, material and supplies used directly or indirectly by the Principal or his
   Subcontractors in the prosecution of the work provided for in said Contract so as to give such
   persons a right of action to recover upon this Bond in a separate suit brought on this Bond.  No
   right of action shall accrue hereunder to or for the use of any person except as such right of action
   may be given and limited by the applicable State of South Carolina Statutes.

2. In each and every suit brought against the Principal and Surety upon this Bond in which the
   plaintiff shall be successful, there shall be assessed therein against the Principal and Surety
   herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety
   hereby expressly agree to pay as a part of the cost and expense of said suit.

3. A claimant, except a laborer, who is not in privity with the Principal and who has not received
   payment for his labor, materials, or supplies, shall, within forty-five (45) calendar days after
   beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the
   Principal with a notice that he intends to look to the bond for protection.

4. A claimant who is not in privity with the Principal and who has not received payment for his
   labor, materials or supplies shall, within ninety (90) calendar days after performance of the labor
   or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety
   written notice of the performance of the labor or delivery of the materials or supplies and of the
   non-payment.
5. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

The Surety shall permit arbitration and be ultimately responsible for the payment of any award.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be signed and sealed by their appropriate officials as of the ___________ day of ____________________, 2018.

PRINCIPAL

________________________________
(Firm Name)

By: _________________________________
(Title)

(Witness) __________________________

SURETY

________________________________
(Firm Name)

By: _________________________________
(Title)

(Witness) __________________________

END SECTION 00601
SECTION 00750

SUMMARY SCHEDULE AND KEY MILESTONES

1.0 GENERAL

1.01 THIS SECTION INCLUDES

A. Summary Submittals
B. Key Milestones
C. Base Bid Summary Schedule
D. Alternate Summary Schedule (If Applicable)

1.02 SUMMARY SCHEDULE

A. Summary Schedules referred to in this section will be developed by the Contractor and the Owner illustrating an approach to constructing the project. The activities to be shown on the schedules will be monitored by the Owner and updated by the Contractor.

B. Milestones shown on the Summary Schedules will be “Key Milestones” and are to be included in the Contractor’s Contract Schedule. The Contractor is responsible to develop his/her own activities and logic to meet the required Key Milestone Intermediate Dates. Refer to Division 1, Section 01310, Project Management and Coordination.

C. The Contractor shall complete the Work of the project within ninety (90) calendar days from written receipt of Notice to Proceed. $500.00 per day will be assessed for each day that completes beyond that date. Refer to Division 1, Section 01100 and Summary of Work.

1.03 KEY MILESTONES

A. Key Milestones shall be included in all Contractor Schedules and show completing on the intermediate dates shown in this Section.

B. Key Milestones are a contractual requirement and liquidated damages of $500.00 per day will be assessed for each Key Milestone that completes beyond the dates listed below. Refer to Division 1, Section 01100 and Summary of Work.

C. Key Milestones for the Base Bid are as follows:

1. Complete renovation and repair of the first floor, second floor, and annex office spaces as shown on the one hundred-eighty (180) Calendar days from Notice to Proceed.

2. Complete grading activities, paving, striping, and landscaping, (210) Calendar days from Notice to Proceed

END OF SECTION 00750
SECTION 00800

SPECIAL PROJECT CONDITIONS

1.0 PURPOSE

The Special Project Conditions are intended to identify those elements of work and items of material, and responsibilities of the Contractor, which are unique to the LORIS CITY HALL RENOVATION and required by the Contract Documents. They are intended to supplement those contractual requirements contained within the Construction Contract Documents including, but not limited to: the Contract; Division 1, General Requirements, Drawings and Technical Specifications.

2.0 SAFETY AND SECURITY

2.0.1 ENTRY ONTO THE PROJECT SITE

Entry onto the project site shall be from Walnut Street and Railroad Avenue. The Contractor shall be responsible for the security of all materials and equipment to be used for the Work of the Project. Vehicles to be allowed on the Project site will include only those of the Contractor, prime and sub-contractors and those designated by the Owner. Contractor shall have sole responsibility for the safety of vehicles in close vicinity and within the projects Limits of Disturbance.

2.0.2 STORAGE / STAGING AREA

All construction material, either the Contractor’s, prime and sub-contractor’s vehicles and equipment, and personal vehicle parking areas will be established and regulated by the Contractor and approved by the Owner. Staging and storage areas will not be provided by the Owner. Coordination of deliveries and storage will be determined during the pre-construction conference.

2.0.3 SECURITY

The Contractor shall be responsible for the security of his/her equipment and materials, as well as the security of the equipment and materials of his agents prime and sub-contractors. Further, he/she shall be responsible for the security of all gates and entrances to the Project site. The gates shall be locked at all times, or guards posted at the gates to control ingress and egress through them. The Contractor shall provide adequate lighting for the entire area of the Project site should, through no fault of the Owner, night time operations be necessary.

The Contractor shall provide to Owner a list of all his/her employees as well as a list of all the employees of the prime and sub-contractors and shall, during the work of the Project, advise the Owner of changes to the list of personnel working on the Project. The Contractor shall be responsible for the direct supervision of his/her employees, those of his agents, prime and sub-contractors at all times while on the Project site.

The Contractor shall exercise and take all precautions in the storage and dispensing of all flammable liquids such as, but not limited to, gasoline, diesel fuel and lubricants.

3.0 PAVEMENT
The Contractor shall be responsible for all roadways (asphalt and/or concrete) adjacent to or on the project site over which his agents prime and / or sub-contractors vehicles may travel. The Contractor shall, at his sole cost and expense, repair any damage caused by operation of equipment or hauling of debris on any and all roads off of the project site used to travel on.

4.0 LANDSCAPING AND TREES

The contractor shall be responsible for all landscaping and / or trees damaged due to negligence incurred by his / her operations.

5.0 OWNERS CRITERIA

LORIS Standards and Specifications are hereby made a part of these Contract Documents and shall be as binding upon the Contract as though reproduced therein. Additionally, the following construction standards shall apply to the project construction and area as binding upon the Contract as though reproduced therein:

The Contractor shall immediately notify the Engineer and Owner in writing of any discrepancies between the above referenced standards and other parts of the Contract Documents, and shall proceed with all portions of the work affected by such discrepancies as directed by the Engineer and Owner. Should conflicts arise between standard specifications of government agencies mentioned herein and Contract Documents, Contract Documents shall govern.

PART 2- PRODUCTS

Not Used

PART 3- EXECUTION

Not Used

END OF SECTION 00800
I. PROJECT DESCRIPTION

The work described herein includes the remodeling/repair of the current Loris City Hall Building (4101 Walnut St. Loris, SC. 29569) for the City of Loris, including the Main Building and Annex Building which sustained damage due to Hurricane Florence. Total outside Measurements of Remodel Area are: Main Building 1st floor 71'-6" x 47’ = 3170 SF, Main Building 2nd floor 71'-6" x 47’ = 3330 SF, and Annex Building 70'-6" x 25’ = 1,750 SF for a Total building area of 8220 SF.

Work on the Annex portion will require modification of the existing building structure. Contractor shall install new structural members and connections as shown on the plans. Contractor shall be responsible for providing bearing, supports, and/or bracing in accordance with good construction practices. All framing material is to be of the highest quality available and is to be stored during construction so as to be protected from the elements.

Main Building

- Remove all floor coverings, and interior trims. Removal of all gypsum wallboard (GWB). Remove the suspended ceiling grid and all insulation. Remove all HVAC equipment and duct work.
- Remove all existing roofing material down to the wood roof deck. Remove any wood deck that has been damaged due to moisture.
- Remove all electrical outlets and switches including all data and phone outlets. Check wiring for shorts and replace where any may be found.
- Provide portable fans and dehumidifiers to remove any remaining moisture in the wood wall framing until a moisture content < 19% is achieved.
- Repair any damaged roof framing, water damaged areas of the roof substrate. Install a new layer of ½” CDX plywood and TPO roofing material over existing substrate, ensuring weather tightness.
- Install new electrical outlets and switches along with any wiring that has been damaged or is outdated.
- Performance test all low voltage wiring for computer, phone, overhead projector cables, low voltage cable, and audio visual cables for T.V. & receiver equipment (review locations w/owner adding new per the owners request). Replace any damaged wire as required. The electronic equipment will be provided by owners.
- Exterior walls are to be insulated with a (min.) R19 insulation.
- Install new GWB in all areas and finish to receive paint or other wall finishes.
• Install interior trims, Baseboard, window, door casings. Remove existing doors and reinstall. Furnish and install all casings, moldings and base. All interior trim and molding joints are to be glued where they butt. Trim to be as follows: base: 5” speed base door trim: standard casing
Windows: GWB returns at jambs & head, 5/4 stool.
• Install new HVAC ducts and all HVAC equipment.
• Install new suspended ceiling with drop-in lights per plan.
• Apply caulking and paint to the GWB and Interior trims.
• Install new lever handle hardware to all doors.
• Install new switch plate covers and receptacle covers.
• Install new HVAC supply and return grills.
• Install new commercial grade carpet squares 18” x 18” in all rooms which had carpet originally.
• Install new ceramic tile in the rooms that had tile or linoleum originally.

Annex Building

• Remove all floor coverings, and interior trims. Removal of all GWB. Remove the suspended ceiling grid and all insulation. Remove all HVAC equipment and duct work.
• Remove all existing roofing material down to the substrate. Remove any substrate that has been damaged due to moisture. Remove all roof materials from the area of collapse (Called out as room A106).
• Remove all electrical outlets and switches including all data and phone outlets. Check wiring for shorts and replace where any may be found.
• Provide portable fans and dehumidifiers to remove any remaining moisture in the wood wall framing until a moisture content < 19% is achieved.
• Repair any damaged roof framing, water damaged areas of the roof substrate. Install new stud walls to support the new LVL rafters per plan, install new 3/4” T & G wood sheathing flush to existing roof substrate. Install a new layer of 1/2” CDX plywood and TPO waterproofing material ensuring weather tightness.
• Install new electrical outlets and switches along with any wiring that has been damaged or is outdated.
• Performance test all low voltage wiring for computer, phone, overhead projector cables, low voltage cable, and audio visual cables for T.V. & receiver equipment (review locations w/owner adding new per the owners request). Replace any damaged wire as required. The electronic equipment will be provided by owners.
• Install new GWB in all areas and finish to receive paint or other wall finishes.
• Install interior trims, Baseboard, window, door casings. Furnish and install all casings, moldings and base. All interior trim and molding joints are to be glued where they butt. trim to be as follows: base: 5” speed base door trim: standard casing
Windows: GWB returns at jambs & head, 5/4 stool.
• Install new HVAC ducts and all HVAC units.
• Install new suspended ceiling with drop-in lights per plan.
• Apply caulking and paint to the GWB and Interior trims.
• Install new lever handle hardware to all doors.
• Install new switch plate covers and receptacle covers.
• Install new HVAC supply and return grills.
• Install new commercial grade carpet squares 18” x 18” in all rooms which had carpet originally.
• Install new ceramic tile in the rooms that had tile or linoleum originally.

Without limiting the generality of the foregoing, the work also includes, but is not limited to, the following:

1. Provide all hoisting and staging required.
2. Provide all safety and protection until final acceptance of the work.

3. Provide all cleanup on a daily basis and remove debris from the site or to dumpster after each day.

4. There are no provisions for dumpsters or rubbish containers at the site; contractor is to provide dumpsters and rubbish containers and remove all debris and trash from the site, including boxes and crating of fixtures, cabinetry, appliances and equipment if supplied by others. Obtain Owner's approval for dumpster location.

5. The Owner will cover the cost of building permit. The contractor will provide and pay for all other necessary permits, testing, inspections and fees required for or associated with the performance of the work.

6. Provide environmental protection related to the work in accordance with applicable federal, state and local laws. Coordinate work with others working on the property.

7. Provide the means and methods necessary for temporary protection of all areas of work, including removal after the end of a work day, if required.

8. Provide all cutting and coring required for the work, and subsequent patching.

9. Provide necessary protection for all existing construction and finishes to remain.

10. Provide necessary protection for all existing landscaping and exterior conditions to remain. Review exact scope with Owner's Representative prior to the start of construction.

11. Submit shop drawings, product data, samples and other submittals to the Owner for approval prior to purchase.

12. Maintain an accurate set of “as-built” drawings on site at all times.

13. Coordinate the work of all trades in order to avoid conflicts and ensure work is completed in accordance with contract documents.

14. Actively participate and cause subcontractors and suppliers to actively participate in meetings with the Owner's representative.

15. Contractor shall perform and be responsible for layout, field dimensioning and installation as a part of the work.

16. All SC sales taxes are included in the Contract Sum and are to be paid by the Contractor.

17. Contractor shall verify all dimensions in the field.

18. Work will require modification of existing building structure. Contractor shall install new structural members and connections as shown on the plans. Contractor shall be responsible for providing bearing, supports, and/or bracing in accordance with good engineering practices. Framing lumber shall be SPF No. 2, or better, with Fb = 1100 PSI, E = 1,400,000 PSI. All connections to be positively fastened with appropriate connectors of sizes necessary to accommodate connected pieces. Owner shall be contacted immediately if unforeseen problems or conditions are found.
19. Contractor shall be responsible for terminating, re-routing, relocating, extending, etc. plumbing, heating, electrical, telephone, cable and similar services/work at both demolition and new work, as is required to properly execute the Work.

20. It is assumed that the existing utility services to the building are adequate and intended to be used for service of electrical, communication, water, and sewer needs. Owner will be responsible for any utility back charges associated with additional or new service. The Contractor will be responsible for the cost of utilities during construction including back charges associated with temporary service, if any.

21. For the purposes of this project bidding, all electrical wires, services, and cables are assumed to be in good condition and size for renovation, and only switches, outlets and light fixtures will be replaced as part of the construction.

22. Prior to commencing construction, Contractor shall meet with Owner to establish a detailed schedule and mutually agreeable milestones for completing the Work within the required time frame as set forth in Contractor’s bid.

23. Protect existing construction (floors, walls, woodwork, etc.) to remain.

24. Contractor shall uncrate cabinets, fixtures, appliances, equipment and similar materials being provided by others and installed by Contractor, and properly dispose of all packing material, etc., at no additional cost to Owner.

25. The contractor shall provide all temporary facilities necessary for the construction of the project, including sanitary facilities.

26. The contractor shall provide for final professional cleaning of the property after completion of the work.

27. In the event of conflicts or inconsistencies within the drawings or specifications or between the drawings and this specification, the more stringent requirement shall apply, unless otherwise determined by the Architect or Owner.

28. The Contractor, with the approval of the Owner, may use the HVAC system during the construction period. It is the Contractor’s responsibility to install filters at each return grill to prevent dust & debris from entering the ductwork. Filtering must be approved by owner prior to use. Filters shall be changed regularly and the ductwork must be professionally cleaned prior to a Certificate of Substantial Completion being issued.
II. PERFORMANCE STANDARDS AND GENERAL REQUIREMENTS

The Contractor shall agree to follow customary/standard industry practice in the performance of all construction services specified herein. The Loris Building Department will have the sole authority to determine whether the Contractor has provided satisfactory services that meet customary/standard industry practice. Should the Contractor fail to adhere to these standards as determined by the Department, the Department may deem such failure as sufficient grounds for termination of the contract.

The Contractor must show a minimum of five (5) years’ experience in remodeling of commercial facilities.

The Contractor shall provide three (3) references, one of which must show that the company has remodeled a building of at least 5,000 square feet. See Form 1 (attached).

Only Certified General Contractors holding a valid license issued in their own name by the appropriate State of South Carolina and/or county of jurisdiction licensing board are qualified to bid on this project.

The Contractor shall provide insurance certificates and maintain insurance coverage, including but not limited to general liability, workmen’s compensation, bodily injury, property damage and automotive damage, for the duration of this project.

III. STAFFING

The Contractor shall provide a schedule of the number of employees who will be assigned to work this project, listing all positions to the Department’s Project Manager once the Notice to Proceed (NTP) has been issued. An experienced supervisor must be on site during all hours that work is performed.

IV. WORK HOURS

Working hours for this project shall be coordinated with the building department. The Department reserves the right to adjust work hours to serve the specific needs of the facility. Any deviation in work hours will be coordinated through the Department’s Project Manager.

V. SUPPLIES

Contractor shall furnish all materials and supplies for successful completion of the project. All products used shall be stored in a clean, neat and safe manner with designated areas approved by the Project Manager. Contractor is responsible for the removal of all waste materials.

VI. SAFETY REQUIREMENTS

Contractor shall comply with all applicable requirements and standards of OSHA.

VII. FINES, CITATIONS, DAMAGES AND PERMITS

The Contractor shall be solely responsible for coordination of any permits that may be required. The Contractor shall also be solely responsible for all fines, damages, or penalties of any sort levied by local, state or federal regulators against the Department for incidents resulting from non-compliance relating to regulatory violations and/or negligence on the part of the Contractor, including but not limited to spills, leaks, false alarms, injuries to the environment, safety violations or damages to real property. The Contractor shall be solely responsible for any and all costs, expenses, attorneys’ fees and or travel incurred by the Department relating to such violations or negligence.

VIII. LOSS OR DAMAGE
Any damage or loss to the facility or personal property owned by the Department’s employees, caused by the Contractor’s employees, will be the responsibility of the Contractor to repair or replace in a timely fashion. Contractor shall be responsible for any loss or theft of any items and equipment, public or private, which are left in the workplace, and whose loss or theft are attributed to the Contractor or its employee or agents conduct, negligence or inattention.

IX. BASIS OF PAYMENT
Refer to the City of Loris procurement for commercial terms and conditions. It is the intent of the contract documents to include all work necessary to complete the construction of the Project, including work that is normally a part of such construction, even if such work is not specifically included therein.

Provide all labor, materials, tools and equipment required for the proper and complete performance of the renovation of this property in accordance with referenced plans, specifications and sketches, if any, with the requirements of the Agreement, and with the following, including, without limitation, the plans listed below. The separation of those documents into various sections is for convenience only and is not intended in any way to limit the scope of this agreement.
Main Building 1st Floor Measurements of Each Room to be Remodeled:

<table>
<thead>
<tr>
<th>Room#</th>
<th>Room Name</th>
<th>SQ.FT.</th>
<th>Floor Finish</th>
<th>Wall Finish</th>
<th>Wall SQ.FT.</th>
<th>Linear FT.</th>
<th>Ceiling Finish</th>
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</thead>
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<td>Tile</td>
<td>GWB</td>
<td>300</td>
<td>30</td>
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<td>M102</td>
<td>Front Desk</td>
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Main Building 2nd Floor Measurements of Each Room to be Remodeled:

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Annex Building Measurements of Each Room to be Remodeled:

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<th>SQ.FT.</th>
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DEMOLITION

Properly dispose of all demolition material and debris.

Perform all demolition shown on the plans or necessary or appropriate to implement the alterations shown on the plans.

Remove and properly dispose of all walls, floors, doors, finishes, cabinets, equipment, appliances, and fixtures as required to complete the work.

First and Second Floor Floors – remove and properly store or dispose of all existing finishes and fixtures, including all existing electrical, plumbing fixtures, and heating equipment down to the studs and subfloor in preparation for leveling, framing reinforcement, new insulation, rough-in of new MEP systems, and finishes.

RENOVATIONS

Furnish and install all handrails and brackets. All stairs shall have two railings, one on each side.

All perforations through floor systems shall be properly fire blocked/stopped in accordance with applicable codes.

All new walls are to be installed plumb and level.

INSULATION AND MOISTURE PROTECTION

At new construction provide (R-19) of cellulose insulation at exterior walls and (R-38) in the ceilings at the roof.

FINISHES (DRYWALL, PLASTER, ETC.)

Except where specifically called out below, all new walls to receive 1/2” GWB, taped, finished, and sanded smooth to be free of voids and imperfections.

Furnish all labor and materials to construct soffits and enclose the duct work, pipes, etc. No exposed ductwork or piping will be accepted.

PAINTING

Painting includes preparation of substrate, priming, and painting of interior walls, ceilings, doors, frames, handrails, Interior handrails, and running and standing trim. Includes miscellaneous caulking at all joints between all dissimilar surfaces and at inside corners of millwork. Paint/stain to be Benjamin Moore or approved equal. One coat of primer and two coats latex finish paint on the interior; interior walls to be egg shell washable finish; all painted trim to be semi-gloss. Submit paints and stains for Owner’s approval and color selections.

CERAMIC TILE

Furnish and install in all bathrooms tile floor on thin set with a tile baseboard. Ceramic tile to be approved by the owner, Contractor is to provide an allowance.

MISCELLANEOUS SPECIALTIES

Furnish and install all toilet accessories – American Standard C Series, one toilet paper dispenser per stall, one hand towel dispenser per bathroom. Furnish & install grab bars at all bathrooms.
CABINETS, VANITIES AND COUNTERTOPS

Remove and reuse where possible kitchen cabinets and countertops. Remove and reuse where possible bath vanity’s and countertops. If new to be selected by the owner. Contractor to provide an allowance.

PLUMBING

Furnish and install fixtures, piping, valves and fittings as required to complete all the bathrooms and kitchen areas shown on the plans.

HVAC

Replace HVAC units, controls, and ductwork to match the existing or equivalent.

ELECTRICAL

See reflective ceiling plan for lighting. Contractor to provide all wiring for all lighting and sub-panel that may be required to reconnect into existing system.

FIRE /SMOKE ALARM SYSTEM

The Project Fire Alarm systems shall be designed, supplied, and installed by the fire alarm Subcontractor to meet the requirements set forth below. The systems shall be designed by the fire alarm Subcontractor promptly upon award of a Subcontract by the General Contractor, and submitted to the Owner for review and comment for 1.) Compliance with the requirements set forth below, and 2.) Coordination with architectural and other trades. The fire alarm Subcontractor shall be responsible for making reasonable modifications in the design, in a timely manner on a schedule set forth by the General Contractor, in order to coordinate with architectural and other trade requirements. The fire alarm system shall be a fully monitored, non-proprietary system. The system may utilize both line and low voltage components to provide the required coverage.

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