CONTRACT DOCUMENTATION AND SPECIFICATION

FOR

BATES WEST ISOLATION VALVE INSTALLATION

UNIVERISTY OF SOUTH CAROLINA

COLUMBIA, SOUTH CAROLINA

STATE PROJECT

CP00400569

MAY 23, 2014

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Project Number: CP00400569

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2011 Edition

SE-311
Invitation for Minor Construction Quotes

SCBO NOTES 2, 4 and 5 APPLY TO THIS INVITATION FOR QUOTES

PROJECT NAME: Bates West Isolation Valve Installation

PROJECT NUMBER: CP00400569 **PROJECT LOCATION:**

BID SECURITY REQUIRED? Yes ☐ No ☑

PERFORMANCE BOND REQUIRED? Yes ☐ No ☑

PAYMENT BOND REQUIRED? Yes ☐ No ☑ **CONSTRUCTION COST RANGE:** Less than $50,000.00

DESCRIPTION OF PROJECT:
Provide labor to install isolation valves provided by Owner.
Small and Minority business participation is encouraged.
It is the responsibility of the contractor to obtain all bidding documents from the purchasing website:
http://purchasing.sc.edu
(See Facilities Construction Solicitation and Awards)

A/E NAME: Mechanical Design, Inc. **A/E CONTACT:** Danny Wilds

ADDRESS: 4403 Broad River Road **PHONE:** 803-731-9834 **Fax:**

CITY: Columbia **STATE:** SC **ZIP:** 29210 **E-MAIL:** Danny@mdi9834.com

PLANS ON FILE AT: **AGC:**
DODGE:
OTHER:

PLANS MAY BE OBTAINED FROM: USC purchasing website: http://purchasing.sc.edu

PLAN DEPOSIT AMOUNT: **IS DEPOSIT REFUNDABLE?** Yes ☐ No ☐

PRE-QUOTE CONFERENCE? ☑ Yes ☐ No **MANDATORY ATTENDANCE?** ☐ Yes ☑ No

DATE: 6-9-14 **TIME:** 9:00am **PLACE:** 743 Greene St., Conf. Rm 053, Columbia SC 29208

AGENCY: University of South Carolina

NAME AND TITLE OF AGENCY COORDINATOR: Hatice Hikmet, Procurement Specialist

ADDRESS: 743 Greene St. **PHONE:** 803-777-9994 **Fax:** 803-777-7334

CITY: Columbia **STATE:** SC **ZIP:** 29208 **E-MAIL:** hikmeth@mailbox.sc.edu

IFQ CLOSING DATE: 6-16-14 **TIME:** 2:00pm **LOCATION:** 743 Greene St. Columbia, SC 29208 Room 053

IFQ DELIVERY ADDRESSES:

HAND-DELIVERY:
see mail

MAIL SERVICE:
USC Facilities Center-Bid enclosed
743 Greene St
Columbia SC

IS PROJECT WITHIN AGENCY CONSTRUCTION CERTIFICATION? *(Agency MUST check one)* ☑ YES ☐ NO

APPROVED BY: _____ _____
(State Engineer) *(Date)*

SE-331
Quote Form

2011 Edition

Quotes shall be submitted only on SE-331

QUOTE SUBMITTED BY: _____
(Offeror's Name)

QUOTE SUBMITTED TO: _____
(Agency Name)

FOR PROJECT: CP00400569 Bates West Isolation Valve Installation
(Number) *(Name)*

OFFER

1. In response to the Form SE-311, *Request for Minor Construction Quotes*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned **OFFEROR** proposes and agrees, if this Quote is accepted, to enter into a Contract with the **AGENCY** in the form included in the Solicitation Documents, and to perform all Work as specified or indicated in the Solicitation Documents, for the prices and within the time frames indicated in the Solicitation and in accordance with the other terms and conditions stated.

2. Pursuant to Section 11-32-3030(1) of the SC Code of Laws, as amended, **OFFEROR** has submitted Bid Security as follows in the amount and form required by the Solicitation Documents:

☐ Bid Bond with Power of Attorney ☐ Electronic Bid Bond ☐ Cashier's Check
(OFFEROR check one, if Bid Security is required)

3. OFFEROR acknowledges the receipt of the following Addenda to the Solicitation documents and has incorporated the effects of said Addenda into its Quote:

ADDENDUM No: _____

4. OFFEROR agrees that this Quote, including all bid alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 Days following the Quote Date, or for such longer period of time that **OFFEROR** may agree to in writing upon request of the **AGENCY**.

5. OFFEROR agrees that from the compensation to be paid, the **AGENCY** shall retain as Liquidated Damages the amount of for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted Contract Time for Substantial Completion, as provided in the Contract Documents.

6. OFFEROR herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fee, permits, licenses and applicable taxes necessary to complete the following items of construction work:

6.1 BASE BID _____
(enter BASE BID in figures only)

6.2 ALTERNATE NO. 1 _____ **to be ADDED/DEDUCTED from BASE BID.**
(circle one)

6.3 ALTERNATE NO. 2 _____ **to be ADDED/DEDUCTED from BASE BID.**
(circle one)

FEIN/SSN: _____

SC Contractor's License Number: _____

Address: _____

_____

_____

Telephone/Fax _____

E-mail _____

This Quote is hereby submitted on behalf of the Offeror named above.

BY: _____
(Signature of Offeror's Representative)

_____
(Print or Type Name of Offeror's Rpresentative)

ITS: _____

USC SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

1. Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies and stairs. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the building to the work area. Providing safe, accessible, plywood pedestrian ways around construction may be required if a suitable alternative route is not available.

2. Fraternization between Contractor's employees and USC students, faculty or staff is strictly prohibited-zero tolerance!

3. USC will not tolerate rude, abusive or degrading behavior on the job site. Heckling and cat-calling directed toward students, faculty or staff or any other person on USC property is strictly prohibited. Any contractor whose employees violate this requirement will be assessed a fine of up to $500 per violation.

4. Contractor's employees must adhere to the University's policy of maintaining a drug-free and smoke-free/tobacco free workplace.

5. Contractor must sign a Contractor Key Receipt/Return form before any keys are issued. Keys must be returned immediately upon the completion of the work. The Contractor will bear the cost of any re-keying necessary due to the loss of or failure to return keys.

6. A welding permit must be issued by the University Fire Marshall before any welding can begin inside a building. Project Manager will coordinate.

7. Contractor must notify the University immediately upon the discovery of suspect material such as those potentially containing asbestos or other such hazardous materials. These materials **must not** be disturbed until approved by the USC Project Manager.

8. At the beginning of the project, the USC Project Manager will establish the Contractor's lay-down area. This area will also be used for the Contractor's work vehicles. No personal vehicles will be allowed in this area, or in any areas surrounding the construction site that are not regular or authorized parking lots. Personal vehicles must be parked in the perimeter parking lots. Parking permits can be obtained at the USC Parking Office located in the Pendleton Street parking garage. The lay down area will be clearly identified to the contractor by the PM, with a sketch or drawing provided to Parking. In turn, the contractor will mark off this area with a sign containing the project name, PM name, Contractor name and contact number, and end date. Where this area is subject to foot traffic, protective barriers will be provided as specified by the PM. The area will be maintained in a neat and orderly fashion. Vehicles parked in the lay down area (or designated parking areas) will be clearly marked or display a CPC furnished placard for identification.

Updated: July 15, 2011

9. Contractor will be responsible for providing its own temporary toilet facilities, unless prior arrangements are made with the USC Project Manager.

10. Use of USC communications facilities (telephones, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with the USC Project Manager.

11. For all projects over $100,000, including IDC's, an SE-395, Contractor Performance Evaluation, will be completed by the USC Project Manager and reviewed with the GC at the beginning of the project and a copy given to the GC. At the end of the project the form will be completed and a Construction Performance rating will be established.

12. Contractor is responsible for removal of all debris from the site, and is required to provide the necessary dumpsters which will be emptied at least ___One___ times per week. Construction waste must not be placed in University dumpsters. THE CONSTRUCTION SITE MUST BE THOROUGHLY CLEANED WITH ALL TRASH PICKED UP AND PROPERLY DISPOSED OF ON A DAILY BASIS AND THE SITE MUST BE LEFT IN A SAFE AND SANITARY CONDITION EACH DAY. THE UNIVERSITY WILL INSPECT JOB SITES REGULARLY AND WILL FINE ANY CONTRACTOR FOUND TO BE IN VIOLATION OF THIS REQUIREMENT AN AMOUNT OF UP TO $1,000 PER VIOLATION.

13. **Contractor must provide all O&M manuals, as-built drawings, and training of USC personnel on new equipment, controls, etc. prior to Substantial Completion. Final payment will not be made until this is completed.**

14. The contractor will comply with all regulations set forth by OSHA and SCDHEC. Contractor must also adhere to USC's internal policies and procedures (available by request). As requested, the contractor will submit all Safety Programs and Certificates of Insurance to the University for review.

15. Tree protection fencing is required to protect existing trees and other landscape features to be preserved within a construction area. The limits of this fence will be evaluated for each situation with the consultant, USC Arborist and USC Project Manager. The tree protection fence shall be 5' high chain link fence unless otherwise approved by USC Project Manager. No entry or materials storage will be allowed inside the tree protection zone. A 4" layer of mulch shall be placed over the tree protection area to maintain moisture in the root zone.

16. Where it is necessary to cross walks, tree root zones (i.e., under canopy) or lawns the following measures shall be taken: For single loads up to 9,000 lbs., a 3/4" minimum plywood base shall be placed over areas impacted. For single loads over 9,000 lbs., two layers of 3/4" plywood is required.

17. For projects requiring heavy loads to cross walks tree root zones or lawns. A construction entry road consisting of 10' X 16' oak logging mates on 12" coarse, chipped, hardwood base. Mulch and logging mats shall be supplemented throughout the project to keep

matting structurally functional.

18. Any damage to existing landscaping (including lawn areas) will be remediated before final payment is made.

19. Orange safety fence to be provided by the contractor. (USC Arborist, Kevin Curtis may be contacted at 777-0033 or 315-0319)

Campus Vehicle Expectations

1. All motorized vehicles on the University campus are expected to travel and park on roadways and/or in parking stalls.

2. All motorized vehicle traffic on USC walkways must first receive the Landscape Manager's authorization. Violators may be subject to fines and penalties.

3. All motorized vehicles that leak or drip liquids are prohibited from traveling or parking on walks or landscaped areas.

4. Contractors, vendors, and delivery personnel are required to obtain prior parking authorization before parking in a designated space. Violators may be subject to fines and/or penalties. See Item 10 below.

5. Drivers of equipment or motor vehicles that damage university hardscape or landscape will be held personally responsible for damages and restoration expense.

6. Vehicle drivers who park on landscape or drives must be able to produce written evidence of need or emergency requiring parking on same.

7. All vehicles parked on landscape, hardscape, or in the process of service delivery, must display adequate safety devices, i.e. flashing lights, cones, signage, etc.

8. All drivers of equipment and vehicles will be respectful of University landscape, equipment, structures, fixtures and signage.

9. All incidents of property damage will be reported to Parking Services or the Work Management Center.

10. Parking on campus is restricted to spaces designated by Parking Services at the beginning of the project. Once the project manager and contractor agree on how many spaces are needed, the project manager will obtain a placard for each vehicle. This placard must be hung from the mirror of the vehicle, otherwise a ticket will be issued and these tickets cannot be "fixed". Parking spaces are restricted to work vehicles only; no personal vehicles.

Project Name: Bates West Isolation Valve Installation

Project Number: CP00400569

University of South Carolina

CONTRACTOR'S ONE YEAR GUARANTEE

STATE OF _____

COUNTY OF _____

WE_____
as General Contractor on the above-named project, do hereby guarantee that all work executed under the requirements of the Contract Documents shall be free from defects due to faulty materials and /or workmanship for a period of one (1) year from date of acceptance of the work by the Owner and/or Architect/Engineer; and hereby agree to remedy defects due to faulty materials and/or workmanship, and pay for any damage resulting wherefrom, at no cost to the Owner, provided; however, that the following are excluded from this guarantee;

Defects or failures resulting from abuse by Owner.

Damage caused by fire, tornado, hail, hurricane, acts of God, wars, riots, or civil commotion.

_____
[Name of Contracting Firm]

*By_____

Title_____

*Must be executed by an office of the Contracting Firm.

SWORN TO before me this
_____ day of _____, 2____ (seal)

_____State

My commission expires _____

CERTIFICATION REGARDING ILLEGAL IMMIGRATION (NOVEMBER 2008)

(An overview is available at www.procurement.sc.gov)

By signing your bid, the contractor certifies 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.

Certificate of Independent Price Determination (May 2008)

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]