

**COUNTY OF GREENVILLE  
CONCRETE PAD AND GRAVEL DRIVE  
PROJECT  
IFB# 14-09/27/16**



**Greenville  
County**

**DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT SERVICES DIVISION  
GREENVILLE COUNTY SQUARE  
301 UNIVERSITY RIDGE, SUITE 100  
GREENVILLE, SOUTH CAROLINA 29601**

**[www.greenvillecounty.org](http://www.greenvillecounty.org)**

**PHONE: 864-467-7200**



**GREENVILLE COUNTY  
 PROCUREMENT SERVICES DIVISION  
 GREENVILLE COUNTY SQUARE  
 301 UNIVERSITY RIDGE, SUITE 100  
 GREENVILLE, SOUTH CAROLINA 29601-3660**

NOTICE

Date September 2, 2016

Sealed bids for CONCRETE PAD AND GRAVEL DRIVE PROJECT subject to the conditions and all provisions set forth herein and attached, will be received at this office until 3:00 P.M., E.D.T. TUESDAY, SEPTEMBER 27, 2016, then publicly opened. The commodities and/or services must be furnished as described and specified to Greenville County.

**SHOW THIS NUMBER ON ENVELOPE**

**PROCUREMENT SERVICES DIVISION**

**IFB No. #14-09/27/16**

By   
 Director

**COMMODITIES OR SERVICES**

**GREENVILLE COUNTY IS REQUESTING SUBMISSION OF SEALED BIDS FOR THE CONSTRUCTION OF A CONCRETE PAD AND GRAVEL DRIVE AT THE SIMPSONVILLE RESIDENTIAL WASTE CENTER LOCATED AT 517 HIPPS ROAD, SIMPSONVILLE, SC 29680 PER SPECIFICATIONS INCLUDED IN THIS IFB.**

**A PRE-BID MEETING WILL BE HELD AT 10:00 A.M., E.D.T, SEPTEMBER 9, 2016 AT THE GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION, COUNTY SQUARE, 301 UNIVERSITY RIDGE SUITE 100, GREENVILLE, SC 29601. SITE VISIT WILL FOLLOW.**

**BIDS MUST BE SUBMITTED ON THE BID SHEET (PAGE 31) WITH TOTAL BEING LISTED AT THE BOTTOM. BID SHEET MUST BE SIGNED.**

**QUESTIONS CONCERNING THIS IFB ARE TO BE SUBMITTED IN WRITING TO CHRISTIAN TUTT, CPPB, BUYER, GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION, SUITE 100, 301 UNIVERSITY RIDGE, GREENVILLE, SC 29601, BY FAX (864) 467-7304 OR EMAIL [ctutt@greenvillecounty.org](mailto:ctutt@greenvillecounty.org) NO LATER THAN 5:00 P.M., E.D.T. SEPTEMBER 14, 2016.**

**PLEASE SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES OF YOUR BID.**

**PLEASE SIGN ON THE FOLLOWING PAGE. FAILURE TO SIGN WILL VOID YOUR BID. PLEASE MARK YOUR ENVELOPE TO READ:**

**IFB #14-09/27/16.**

**NOTICE TO BIDDERS: All taxes on any item that Greenville County may be required to pay must be shown separately, not included in the price bid.**

**INSTRUCTIONS TO RESPONDENTS**

**IFB# 14-09/27/16 CONCRETE PAD AND GRAVEL DRIVE PROJECT**

1. Unless otherwise required, submit only one (1) original and three (3) copies of each RFI/RFQ/IFB/Proposals.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

**CONDITIONS**

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

**RFI/RFQ/IFB/PROPOSAL**

(DATE) \_\_\_\_\_

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within \_\_\_\_\_ days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within \_\_\_\_\_ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days \_\_\_\_\_ %.

FIRM NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

BY \_\_\_\_\_  
(RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING)

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

**COUNTY OF GREENVILLE  
PROCUREMENT SERVICES DIVISION  
CONCRETE PAD AND GRAVEL DRIVE  
PROJECT  
IFB#14-09/27/16**

**SCHEDULE**

<b>September 9, 2016</b>	<b>Pre-bid meeting 10:00 A.M. E.D.T. at the Greenville County Procurement Services Division, County Square, 301 University Ridge Suite 100, Greenville, SC 29601. Site visit will follow.</b>
<b>September 14, 2016</b>	<b>All questions must be submitted in writing to Christian Tutt, CPPB, Buyer, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, by Fax (864)467-7304, or by email ctutt@greenvillecounty.org, by <b><u>5:00 P.M., E.D.T.</u></b></b>
<b>September 27, 2016</b>	<b>Bids must be delivered to the Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 no later than <b><u>3:00 P.M. E.D.T.</u></b></b>
<b>September 27- October 4, 2016</b>	<b>Review of Bids</b>
<b>October 4, 2016</b>	<b>Tentative Date of Award</b>
<b>October 4- 18, 2016</b>	<b>Contract Negotiations</b>
<b>October 18, 2016</b>	<b>Issue Notice to Proceed</b>



**GREENVILLE COUNTY  
INVITATION FOR BIDS  
CONCRETE PAD AND GRAVEL DRIVE  
PROJECT  
IFB# 14-09/27/16**

**I. Introduction**

Greenville County is seeking sealed bids for the construction of a concrete pad and gravel drive at the Simpsonville Residential Waste Center, located at 517 Hipps Road, Simpsonville, SC 29680.

Greenville County provides facilities for residents to drop-off recyclables along with their household waste. The Simpsonville Residential Waste and Recycling Center is one of the most heavily used. In order to improve the traffic pattern at the facility, a grassy area will be converted into a horseshoe drive to allow citizens who are only recycling to bypass the queuing lane. Up to four recycling roll-off boxes will be located in the center of the drive to allow access from both sides for recycling.

**II. Pre-bid Meeting**

**A pre-bid meeting will be held at 10:00 A.M., E.D.T, September 9, 2016 at the Greenville County Procurement Services Division, County Square, 301 University Ridge Suite 100, Greenville, SC 29601. Site visit will follow.**

**III. Scope of Work**

The Contractor shall furnish all labor, supervision, equipment, tools, materials and incidentals necessary to complete the project. Contractor should be aware **that all construction will occur on previously landfilled area**. Cover soil over the waste varies from 0.25 feet to 2.5 feet.

- a. Subgrade Preparation: Construction area should be stripped of all vegetation. Localized depressions should be leveled out with surrounding soils. Offsite soils are not anticipated but if needed will be provided by the County. If solid waste is encountered during grading, cut operations should be terminated to allow for reconsideration of grades. All areas should be graded to maintain positive drainage towards the western side of the construction area.

- b. Gravel Drive: The horseshoe drive will be located as shown on the Site Plan. Subgrade soils should be proofrolled with a fully loaded tandem axle dump truck to confirm that pumping and rutting are minimized. Upon confirmation that subgrade is properly compacted, a high strength geotextile fabric (Mirafi HP270 or equivalent as approved by Owner) should be placed in all areas to receive gravel. A minimum of 8.0 inches of Graded Aggregate Base Course stone meeting the requirements of 2007 SCDOT Standard Specs for Highway construction should be placed over the fabric. The base course should be proofrolled with a fully loaded tandem axle dump truck to confirm that the subbase is not pumping or rutting. Gravel should abut concrete pad to protect edges of the pad.
- c. Stormwater Piping: The existing stormwater ditch should be excavated as necessary to allow for the installation of a 12" diameter RCP as shown on the Site Plan. The pipe should be bedded with gravel and covered with a minimum of two feet of cover as shown in the Culvert Pipe Bedding detail.
- d. Concrete Pad: The concrete pad will be 40 ft. by 70 ft. as shown on the Site Plan. Once subgrade is prepared as detailed above, a high strength geotextile fabric (Mirafi HP270 or equivalent as approved by Owner) should be placed in the area where the concrete pad will be constructed. A minimum of 4 inches of well compacted Graded Aggregate Base Course should be placed on the fabric. The concrete should be 6.0 inches thick with steel reinforcing wire mat and a 28-day minimum compressive strength of 4,000 psi. Contractor will place concrete, vibrate, trowel finish surface, and apply a light broom finish. CQA will be performed by others.

Transverse joints should be installed every 15 linear feet. The joints should be 3/8 inches wide and 2.75 inches deep filled with elastomeric joint sealant. A longitudinal joint should be installed in the center of the pad. Grade 60, 1.25 inch diameter, 18 inch long smooth dowels should be used with a 12 inch center-to-center spacing for all contraction and construction joints. Dowels should be pre-coated with a bond breaking material and located at one half the depth of the concrete section thickness.

#### **IV. Project Execution**

**Site access is Monday – Saturday 7am-7pm. The site is operational Tuesday- Saturday 7am-6pm. Contractor should minimize interference with existing traffic flow. Construction should be substantially complete within 30 days.**

**V. Bonding**

See Terms and Conditions pages 13-14 for Bid Bonds and Performance/Payment Bonds required for this project.

**VI. Pricing**

Pricing shall be submitted using the Bid Sheet on page 31 of this document.

**VII. Submission Procedures, Requirements**

All submissions must be received by **3:00 P.M., E.D.T., TUESDAY, SEPTEMBER 27, 2016** and delivered to 301 University Ridge, Suite 100, Greenville, South Carolina 29601. If the submission is late, the bid will be rejected. There will be no exceptions. Responders submitting bids shall be responsible for all cost of preparing such bids.

Responders to this Invitation for Bids shall closely examine the specific requirements noted herein and the attached **Terms and Conditions** and submit one (1) original and three (3) bound copies of their bid to the address listed below. To ensure acceptance of the bid, the Invitation for Bids number (IFB#14-09/27/16) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

**License and Permits**

The Contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, or Greenville County.

**VIII. Statement of Qualifications**

Vendors shall include a statement of qualifications that includes the following:

1. Overview of company background.
2. Vendor contact information with names, addresses, telephone numbers.
3. Corporate/individual qualifications and experiences, including certifications.
4. List of at least three (3) references including names, addresses, and telephone numbers. Vendor should include any South Carolina governmental entity reference.

**IX. Inquiries and Addenda**

**A. Questions**

All questions concerning this IFB are to be submitted in writing via fax, electronic mail, or regular mail to Christian Tutt, CPPB, Buyer, Procurement Services Division, to the address listed below, no later than 5:00 P.M., E.D.T., September 14, 2016. Please refer all questions in writing about this Invitation for Bids and project to:

**County of Greenville  
Christian Tutt, CPPB, Buyer  
Procurement Services Division  
301 University Ridge, Suite 100  
Greenville, South Carolina 29601-3665  
Phone: (864) 467-7449  
Fax: (864) 467-7304  
E-mail: [ctutt@greenvillecounty.org](mailto:ctutt@greenvillecounty.org)**

All inquiries and responses will be distributed to all vendors known to have received the IFB document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this IFB.

**B. Addenda**

This IFB represents the most definite statement Greenville County will make concerning information upon which bids are to be based. Any changes to this IFB will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received an IFB document. No addenda will be issued later than five (5) working days prior to the date for receipt for bids except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this IFB. Vendors shall acknowledge receipt of all addenda with their Bid.

**X. General Information**

**A. Proprietary Information**

The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Invitation for Bid are subject to requirements of the Freedom of Information Act and may be deemed public records.

B. Errors and Omissions

The Responder will not be allowed to take advantage of any errors or omissions in the Invitation for Bid. Where errors or omissions appear in the IFB, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

C. Withdrawal of Proposal

An official representative of a Responder may withdraw a Responder's response at any time prior to the bid submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D. Non-Endorsement

If the County awards contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Greenville's endorsement of the successful Responder's services.

**XI. Insurance**

**The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.**

**A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.

B. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to **County's IFB# 14-09/27/16**.

D. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

\$1,000,000 per occurrence - combined single limit  
\$2,000,000 general aggregate,  
to include products and completed operations.

**Automobile Liability**

\$1,000,000 per occurrence- Combined Single Limit  
Coverage shall include bodily and property damage  
and cover all vehicles including owned, non-owned and hired.

**Workers' Compensation**

Coverage A State of SC Statutory

Coverage B Employee Liability \$1,000,000 Each Accident  
Employee Liability \$1,000,000 Disease, Per Employee  
\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

**No deviation from this coverage's will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable. The Contractor is required to have the above insurance at time of contract signing.**

## **XII. Evaluation Criteria**

The bids will be evaluated on the following criteria which are in no particular order. Greenville County reserves the right to interview responders to the IFB as its discretion. Greenville County will not be responsible for any cost associated with interviews and responders.

- Responsiveness to this Invitation for Bids
- Cost
- Experience in providing similar size and scope of services
- References

## **XIII. Illegal Immigration Reform Act Compliance:**

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

## **XIV. Safety, Health, and Security:**

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover,

determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

**XV. Sample Contract**

A sample contract for review is attached.

**COUNTY OF GREENVILLE  
PROCUREMENT SERVICES DIVISION  
CONCRETE PAD AND GRAVEL DRIVE  
PROJECT  
IFB #14-09/27/16**

**INSTRUCTIONS/TERMS AND CONDITIONS:**

1. **Bid Opening and Award:** Bids will be examined promptly after opening and each bid will be announced to all participants. However, no decision will be made until Purchasing and the user Division have had ample time to review each bid. However, award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County's best interest. The contract will be awarded to the bid that meets the requirements and criteria set forth in the invitation for bid. No bid may be withdrawn for a period of 60 days after bid opening date. Bids, whether mailed or hand delivered, must be received and time/date stamped in the Purchasing Office by the closing time and date indicated on the bid. Bids received after the bid closing time/date will not be accepted. By submission of a bid, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.
  
2. **Rights Reserved by Greenville County:** Greenville County reserves the right to reject any and all bids, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in bid evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
  
3. **Bidders Qualification:** Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
  
4. **Bidders Responsibility:** Each bidder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or to any contract as a result of this bid.
  
5. **References:** The County requires bidders to list at least three (3) references, names, addresses and telephone numbers of contact persons for companies with whom the bidder has performed or provided similar work, service or product.

6. **Waiver:** The County reserves the right to waive any Instructions to Bidders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.
7. **Rejection:** Greenville County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like bids; or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
8. **Bid form:** Each bidder must submit a bid on the form provided. The bidder shall sign his bid correctly or the bid may be rejected. If the bid shows any commissions, alteration of form, unauthorized additions, a conditional bid or any irregularities of any kind, bid may be rejected. Bid may not be accepted on any other form than the bid form provided.
9. **Questions:** Questions shall be submitted in writing to Christian Tutt, CPPB, Buyer, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 Fax #(864) 467-7304 or by E-Mail [ctutt@greenvillecounty.org](mailto:ctutt@greenvillecounty.org) by 5:00 P.M., E.D.T. September 14, 2016.
10. **Bid Bond:** Bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Certified Check, Cashier's or Bank Money Order of any national or state bank and shall be made payable to Greenville County. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidder as liquidated damages in case a proposal award is made to that bidder and the contract and bond are not promptly and properly executed.
11. **Return of Bid Bond:** When proposals are awarded, the Purchasing and Contracts Division will return immediately all checks, except that of the successful responder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.
12. **Performance and Payment Bond:** The successful bidder, within fifteen (15) working days after acceptance of the bidders offer by the County, shall furnish a satisfactory performance and payment bond in the amount of the total bid price. The performance and payment bond must be received by the County prior to the issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Purchasing Manager. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Purchasing and Contracts Division the performance and payment bond in

said period of fifteen (15) working days after acceptance of the bidder's offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The Bond must have approval by the County Attorney's Office before it is made effective. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The performance and payment bond will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The performance and payment bond will be in effect for one year after completion of the contract.

13. **Availability of Bonding Agency:** In addition, the bonding company must have an agent available to meet with County officials to clarify and explain the County's responsibility in maintaining the integrity of the bond.
14. **Specification Changes, Additions and Deletions:** All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this bid.
15. **Number of Bid Copies:** Please submit **One (1) Original and Three (3) Copies** of bid.
16. **Bid Changes:** Bids, amendments thereto or withdrawal requests received after the advertised time for bid opening, shall be void regardless of when they were mailed.
17. **Bid Price:** The bid price presented as a result of these specifications shall be for the contract period. The bid shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluids may be cause for rejection. No bid shall be altered or amended after specified time for opening.
18. **Federal, State and Local Laws:** The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

19. **Tie Bids**: In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, or in what it considers to be in the best interest of the County.

20. **Deduction and Holdbacks**: In addition to the County's right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County's employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County's intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

1. For use of County's forces – actual cost involved.
2. For use of another contractor – the amount charged by said contractor.

The County reserves the right to holdback and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

21. **Evaluation Criteria**: The bids will be evaluated on the following criteria which are in no particular order. Greenville County reserves the right to interview responders to the IFB as its discretion. Greenville County will not be responsible for any cost associated with interviews of responders.

- Responsiveness to this Invitation for Bids
- Cost
- Experience in providing similar size and scope of services
- References

22. **Quality**: Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.

23. **MBE/WBE Participation – Affirmative Action:**
- A. MBE/WBE – Vendors submitting bids are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.
  - B. The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.
24. **Default:** In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor's performance bond, if any, and/or by suit against vendor.
25. **Termination:** This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.
26. **Termination for Convenience:** Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.
27. **Non-Appropriation:** Any contract entered into by the County resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
28. **Incorporation of Bid into Contract:** The terms, conditions, and specifications of this bid and the selected firm's response are to be incorporated, in total, into the contract.
29. **S.C. Law Clause:** Upon award of contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be

authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

30. **Assignment Clause:** Successful bidder will be required to give the County ninety (90) days notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.
31. **Indemnification:** The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.
32. **Deviations from Specifications:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be help responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
33. **Minor Deviations:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.
34. **Contractor License Requirement:** The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.
35. **Conflict of Interest Statement:** The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a bid, is in essence assuring the County that his company, and/or subcontractors, is in

compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

**36. Insurance:**

**The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.**

**A. THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

**B.** Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.

**C.** All Certificates of Insurance submitted shall provide on the face of the certificate reference to **County's IFB# 14-09/27/16.**

**D. Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

**E. Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

\$1,000,000 per occurrence - combined single limit  
\$2,000,000 general aggregate,  
to include products and completed operations.

**Automobile Liability**

\$1,000,000 per occurrence- Combined Single Limit  
Coverage shall include bodily and property damage  
and cover all vehicles including owned, non-owned and hired.

**Workers' Compensation**

Coverage A State of SC Statutory

Coverage B Employee Liability \$1,000,000 Each Accident  
Employee Liability \$1,000,000 Disease, Per Employee  
\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

**No deviation from this coverage's will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable. The Contractor is required to have the above insurance at time of contract signing.**

37. **Contracts**: The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.
38. **Contractor Liability**: The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney's fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

39. **Sub-Contracting:** The contractor shall not subcontract any portion of this contract without proper written approval from the County.
40. **Non-Collusion:** The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.
41. **Prohibition of Gratuities:** Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.
42. **Publicity Releases:** Contractor agrees not to refer to the award of this 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. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
43. **Public Record:** The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Invitation for Bids are subject to requirements of the Freedom of Information Act and may be deemed public records.
44. **Precedence:** In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.
45. **Illegal Immigration Reform Act Compliance:** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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." Contractor agrees to include in

any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

46. **Safety, Health, and Security**: Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

**CONSTRUCTION AGREEMENT**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **COUNTY OF GREENVILLE**, a political subdivision of the State of South Carolina, having its principle place of business at 301 University Ridge, Greenville, S.C. 29601 ("**COUNTY**"), and \_\_\_\_\_, located at \_\_\_\_\_ ("**CONTRACTOR**").

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **CONTRACT PERIOD**

This Agreement shall begin on the date the NOTICE TO PROCEED is issued by **COUNTY**. All work phases specified herein must be completed no later than sixty (60) calendar days from the effective date of the Notice to Proceed. If the **Contractor** fails to satisfactorily complete the work within the specified time, liquidated damages of \$250.00 per calendar day shall be assessed up to value of the contract (total bid). The penalty may be drawn from any payment due, or the performance bond, at the discretion of the **County**.

2. **PROJECT SCOPE**

**COUNTY** has employed **CONTRACTOR** to provide the construction of a concrete pad and gravel drive located at the Simpsonville Residential Waste Center, 517 Hipps Road, Simpsonville, SC 29680. The services to be provided by **CONTRACTOR** are more particularly described in **COUNTY'S** IFB #14-09/27/16 and in **CONTRACTOR'S** response to IFB #14-09/27/16 received \_\_\_\_\_, which are both attached hereto and incorporated herein by reference. **CONTRACTOR** acknowledges that it is an independent contractor and that it will at all times act as such. Nothing in this Agreement shall be deemed to constitute **CONTRACTOR** or any of its employees as the agent, representative or employee of **COUNTY**, or create a joint venture between the parties.

3. **PAYMENT TERMS**

3.1 **COUNTY** agrees to pay **CONTRACTOR** for the services described in the Project Scope an amount not to exceed \_\_\_\_\_.

3.2 **CONTRACTOR** will submit monthly invoices to the **COUNTY**. Such invoices shall include a detailed listing of charges. **COUNTY** shall notify **CONTRACTOR** within ten (10) days of receipt of invoice of any dispute with the invoice and **CONTRACTOR**, upon such notice, shall provide back-up data to **COUNTY**. **COUNTY** and **CONTRACTOR** will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by **COUNTY** and is past due thirty (30) days from the date the invoice is received. If payment on undisputed invoice amounts remains past due sixty (60) days from the date the invoice is received by **COUNTY**, then **CONTRACTOR** shall have the right to either suspend all work under this Agreement, without prejudice, or terminate this Agreement in

accordance with the provisions of Section 12.2. **COUNTY** shall, prior to making payment on any invoice, withhold ten (10%) percent from any payment due. The amounts so withheld shall be released to **CONTRACTOR** upon satisfactory completion of the Project.

3.3 Approval and/or payment of such invoices shall not in any way relieve **CONTRACTOR** of its liability to **COUNTY** for deficiencies in the performance of its services. **COUNTY'S** approval or acceptance of, or payment for any of the services shall not operate as a waiver of any rights to which **COUNTY** may be entitled.

3.4 **NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.**

3.5 **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 YEAR, THIS CONTRACT WILL BECOME NULL AND VOID AND THE COUNTY WILL ONLY BE REQUIRED TO PAY FOR SERVICES COMPLETED TO THE SATISFACTION OF THE COUNTY.**

4. **CHANGES**

4.1 **COUNTY** may, at any time, in writing, and within the general scope of this Agreement, make "Request for Changes" in the services or work to be performed. In the event **CONTRACTOR** is requested to perform additional services or work not contemplated by this Agreement, **CONTRACTOR** will promptly notify **COUNTY** if such change causes an increase in **CONTRACTOR'S** cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. In the event **CONTRACTOR** is requested to reduce the performance of services or scope of work, such request must be in writing. In the event **CONTRACTOR** is requested to reduce the performance of services or scope of work **COUNTY** shall be entitled to a decrease in the amount of compensation to be paid to **CONTRACTOR** accordingly.

4.2 All change orders must be in writing to be valid, and no services for which any additional compensation will be charged by **CONTRACTOR** shall be furnished without the written authorization of **COUNTY**.

4.3 **COUNTY** may add to or reduce the scope of work by generating mutually agreed upon contract exhibits to this basic agreement.

5. **WARRANTIES**

In addition to any express and/or implied warranties provided to **COUNTY** by law, **CONTRACTOR** warrants to **COUNTY** that the performance of the services covered by this Agreement will be competent to perform the tasks undertaken, that the product of such paving services will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the work will be of good quality, free from faults and defects and in strict conformance with this

Agreement. All work not conforming to these requirements may be considered defective. In the event any of the work is found to be defective or not in accordance with this Agreement within one (1) year after completion of the contract services, **CONTRACTOR** will promptly correct the work without additional compensation from **COUNTY**, upon written notice from **COUNTY**. All corrective work shall be completed within thirty (30) days of receipt of written notice from **COUNTY**. Establishment of the one year time period in this section relates only to the duty of **CONTRACTOR** to specifically correct the work.

6. **WITHHOLDING PAYMENT**

**COUNTY** has the right, but not the obligation, to withhold funds to the extent and only to the extent necessary to protect **COUNTY** from loss because of:

- a) Defective work not remedied by **CONTRACTOR** within a reasonable time or for which **CONTRACTOR** has failed to initiate a remedy within a reasonable time;
- b) Claims of third parties against **COUNTY** or **COUNTY'S** property for which **CONTRACTOR** is liable;
- c) Failure by **CONTRACTOR** to pay subcontractors or others in a prompt and proper fashion the amounts due and owing to such subcontractor or others relating to the Project.
- d) Evidence that the balance of the work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- e) Evidence that the work will not be completed in the time required for final completion;
- f) Persistent failure to carry out the work in accordance with this Agreement, or
- g) Damage to the **COUNTY** or a third party to whom the **COUNTY** is, or may be, liable and for which **CONTRACTOR** is liable pursuant to the terms of this Agreement.

7. **RIGHT TO STOP WORK**

In the event **CONTRACTOR** fails to perform the work in accordance with this Agreement, **COUNTY** may order **CONTRACTOR** to stop the work and **COUNTY** may then perform the work in accordance with Section 8, below, or terminate this Agreement in accordance with Section 12.1.2. In such event, **CONTRACTOR** shall immediately obey such stop work order.

8. **COUNTY'S RIGHT TO PERFORM WORK**

In the event **CONTRACTOR'S** work is stopped pursuant to Section 7, above, entitled "Right to Stop Work", and **CONTRACTOR** fails to provide adequate assurance to **COUNTY**, within seven (7) days of such stoppage, that the cause of such stoppage will be eliminated or corrected, then **COUNTY** may proceed to carry out the subject work or terminate this Agreement. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the documented and agreed to cost of correcting the deficiencies, including any professional services and expenses necessitated thereby. If the unpaid portion of the Contract Price is insufficient to cover the amount due **COUNTY**, **CONTRACTOR** shall pay the difference to **COUNTY**; provided, however if **COUNTY** stops the work, takes over a portion of or all of the work and performs the work, then **CONTRACTOR'S WARRANTY OBLIGATIONS** relating to such work performed by **COUNTY**

shall be null and void.

9. **INDEMNIFICATION.**

**CONTRACTOR** agrees to assume responsibility for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of **COUNTY**, caused by or resulting from any negligent act or omission of **CONTRACTOR** or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement. **CONTRACTOR** shall defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. **CONTRACTOR** expressly agrees to defend against any claims brought or filed against **COUNTY**, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

10. **INSURANCE.**

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance, except Worker's Compensation, Auto Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- B. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's IFB #14-09/27/16.
- D. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- E. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with

a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**

1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker's Compensation:**

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

**No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000, a \$2,000,000 or \$5,000,000 limit would be acceptable.**

11. **PERFORMANCE AND PAYMENT BOND**

**Contractor** shall furnish a satisfactory Performance and Payment Bond in the amount of the total contract price no later than fifteen (15) business days after the date of the Notice of Award. The Bond must have approval by the County Attorney's Office before it is made effective. The **Contractor** shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond shall remain in effect for one year after completion of the contract.

12. **ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE**

By submitting an offer, **Contractor** certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to **Contractor** and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by **Contractor** and any subcontractor or sub-subcontractor. 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." **Contractor** agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-

subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

13. **TERMINATION**

13.1 **TERMINATION BY COUNTY**

13.1.1 This Agreement may be terminated by **COUNTY** upon fifteen (15) days written notice at **COUNTY'S** election. In the event of termination at **COUNTY'S** election and not due to the fault of **CONTRACTOR**, **CONTRACTOR** will be paid only for the work actually completed to the satisfaction of the **County** as of the date of termination.

13.1.2 Should **CONTRACTOR** default or persistently fail or neglect to carry out the work in accordance with the terms of this Agreement, **COUNTY** may by written notice to **CONTRACTOR**, without prejudice to any other right or remedy under this Agreement, terminate the employment of **CONTRACTOR** and take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR** as well as all drawings, plans and specifications and finish the work by whatever methods **COUNTY** may deem expedient; provided, however, prior to such termination, **CONTRACTOR** shall be given notice of the default and an opportunity to cure such default within seven (7) days. Such termination shall be deemed "for cause". Should this Agreement be terminated "for cause", **CONTRACTOR** shall not be entitled to any further payment. In the event the actual and documented cost of finishing the work, including compensation for professional services and expenses made necessary thereby, if any, exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **COUNTY**. This obligation for payment shall survive the termination of this Agreement.

13.2 **TERMINATION BY CONTRACTOR**

Should **COUNTY** fail to make payment on any undisputed invoice amount within sixty (60) days of receipt of such invoice, **CONTRACTOR** may elect to either suspend the work or terminate this Agreement; provided, however, prior to termination, **COUNTY** shall be given notice of the default and an opportunity to cure such default within seven (7) days. Should this Agreement be terminated by **CONTRACTOR**, **CONTRACTOR** shall be entitled to be paid only for the work actually completed to the satisfaction of the **County** as of the date of termination.

14. **CLEANING THE SITE AND SAFETY**

14.1 **CONTRACTOR** shall keep the site reasonably clean during performance of the work. **CONTRACTOR** shall dispose of all refuse at a South Carolina DHEC approved

landfill.

14.2 **CONTRACTOR** shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the job and other persons who may be affected thereby; (2) the work and materials and equipment to be incorporated herein; and (3) other property at or adjacent to the site.

14.3 **CONTRACTOR** shall give notices and comply with all laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

15. **ASSIGNMENT**

This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. **SUBCONTRACTS**

16.1 **CONTRACTOR** shall promptly furnish to **COUNTY**, in writing, the bid list proposed by **CONTRACTOR** to act as subcontractors on the Project. **COUNTY** shall, within seven (7) days, reply to **CONTRACTOR**, in writing, stating any objections **COUNTY** may have to such proposed subcontractors. **CONTRACTOR** may enter into a subcontract with any subcontractor on the approved bid list. **CONTRACTOR** shall not be required to enter into a subcontract with any subcontractor to whom **CONTRACTOR** has objection.

16.2 All subcontractors shall provide performance and payment bonds in accordance with bonding requirements set forth in the Greenville County procurement policies and shall name **COUNTY** as an additional obligee on such bonds.

16.3 All subcontractors will be required to furnish Certificates of Insurance to the **County** in accordance with all of the requirements set forth in Section 10 of this Agreement.

17. **NOTICES**

All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

**COUNTY**  
Nadine Chasteen, CPPO, CPPB  
Director  
County of Greenville  
Procurement Services Division  
301 University Ridge, Suite 100  
Greenville, SC 29601

**CONTRACTOR**

Any party may change the person to whom notices are to be sent by giving ten (10) days

written notice of such change to the other party.

18. **APPLICABLE LAW AND VENUE**

18.1 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

18.2 **CONTRACTOR** and **COUNTY** further agree that this Agreement shall be deemed to have been made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

19. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**CONTRACTOR** shall comply with all federal, state and local statutes, ordinances and regulations, and shall obtain all permits that are applicable to this Agreement.

20. **SUCCESSORS AND ASSIGNS**

**CONTRACTOR** and **COUNTY** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

21. **SEVERABILITY**

Should any section, paragraph, clause, phrase, or provision of this Agreement be adjudged invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

22. **ENTIRE AGREEMENT**

This Agreement, along with the provisions contained in **COUNTY'S IFB #14-09/27/16**, and **CONTRACTOR'S RESPONSE TO IFB #14-09/27/16**, attached hereto, represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be:

- A. Any Change Order or Amendment signed and executed by the parties;
- B. This Agreement;
- C. **CONTRACTOR'S RESPONSE TO IFB #14-09/27/16**
- D. Addenda to **COUNTY'S IFB# 14-09/27/16**
- E. **COUNTY'S IFB #14-09/27/16**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**COUNTY**

By: \_\_\_\_\_

Bob Taylor, Chairman  
Greenville County Council

By: \_\_\_\_\_

Joseph M. Kernell  
County Administrator

**ATTEST:**

\_\_\_\_\_  
Theresa B. Kizer, c.c.c.  
Clerk to Council

SAMPLE CONTRACT

**GREENVILLE COUNTY  
 PROCUREMENT SERVICES DIVISION  
 GREENVILLE COUNTY SQUARE  
 301 UNIVERSITY RIDGE, SUITE 100  
 GREENVILLE, SOUTH CAROLINA 29601-3660**



**Concrete Pad and Gravel Drive  
 Project  
 IFB# 14-09/27/16  
 Bid Sheet**

QUANTITY	COMMODITIES OR SERVICES	UOM	UNIT PRICE	TOTAL PRICE
	Subgrade Preparation	Lump sum		_____
	Concrete Pad (40 ft. x 70 ft, see site plan)	Per square yd		
	Gravel Drive (Graded minimum 8.0 inches, see site plan)	Per square yd	_____	
	Geotextile fabric	Per square yd	_____	
	Stormwater piping	Lump sum		_____
	Labor/Installation	Lump sum		_____
	TAX			_____
	SHIPPING CHARGES			_____
	TOTAL PROJECT COST			_____
	_____ (Signature)			
	<p><b>BIDS MUST BE SUBMITTED ON THIS PAGE WITH THE TOTAL BEING LISTED AT THE BOTTOM. SHIPPING CHARGES AND SALES TAX MUST BE LISTED AS SEPARATE LINE ITEMS.</b></p> <p><b>NOTICE TO BIDDERS:</b> All taxes on any item, that Greenville County may be required to pay, must be shown separately, not included in the price bid.</p>			



**Concrete Pad and Gravel Drive  
Project**

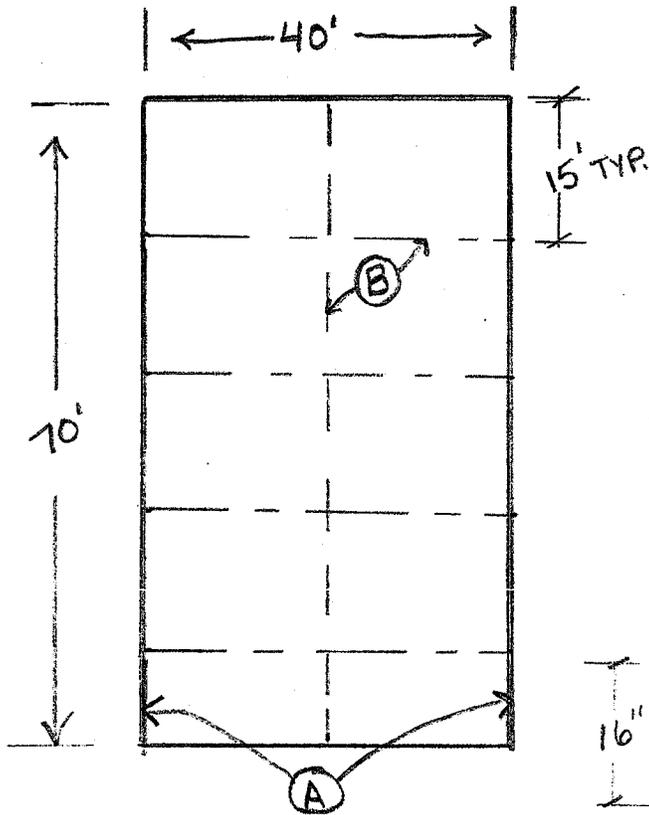
**IFB #14-09/27/16**

**Attachments**

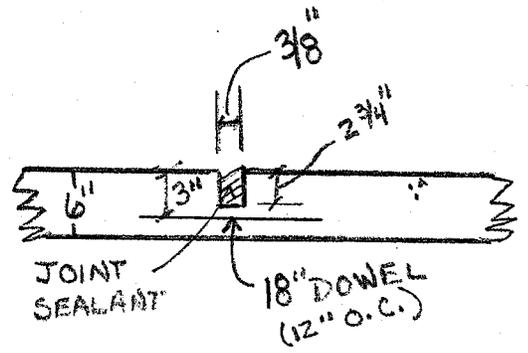
Drawings

2 Pages

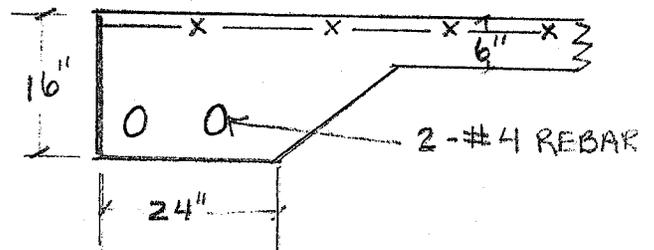




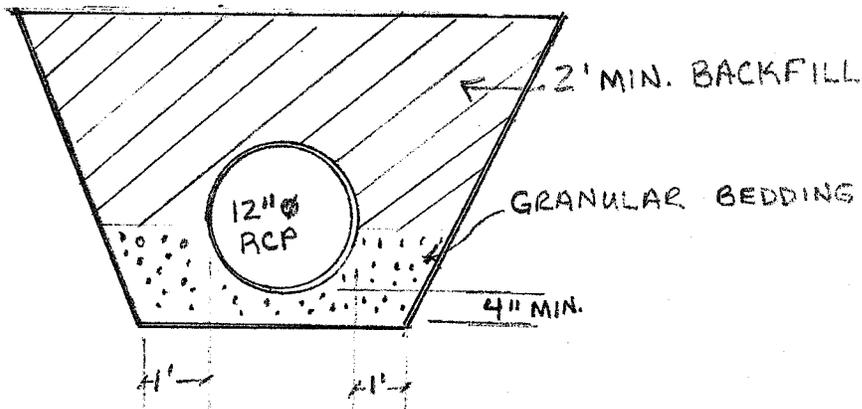
CONCRETE PAD



DETAIL B  
NTS



DETAIL A  
NTS



CULVERT PIPE BEDDING