

# REQUEST FOR PROPOSAL

Proposal will be received by the Town of Moncks Corner, until 10:00 a.m. local time, on Friday, September 2, 2016 located at 118 Carolina Avenue, Moncks Corner, SC 29461.

**Bid documents and plans can be obtained at**

<http://www.townofmonckscorner.sc.gov/depts/admin/forms/Pages/default.aspx>

**A Pre-Proposal Conference will be held at 10:00AM, Friday August 26, 2016 at 118 Carolina Avenue, Moncks Corner, SC. Attendance is not mandatory but recommended.**

**All Proposals must be accompanied by a Bid Bond in the amount of five percent (5%) of the total dollar amount of the RFP submitted, payable to the Town of Moncks Corner.**

## **Construction Services**

General quote specifications are attached. The Town is requiring proposals for construction of one (1) structure.

Proposal must be submitted on the attached form addressed to:

Town of Moncks Corner  
Town Administrator  
118 Carolina Avenue  
Moncks Corner, SC 29461

Envelope must be plainly marked on the outside as follows:

**PROPOSAL: Farmers Market**

If the proposal is sent by the U.S. Postal Service, the submitter shall be responsible for its timely delivery. Proposal received after the date and/or time deadline specified in this Request for Proposal will be considered non-compliant (disqualified) and will not be accepted.

The Town of Moncks Corner reserves the right, as the best interest of the Town may require, to award the purchase contract from any of the proposals, to reject any or all proposals, and to waive any informalities in proposals received. Proposal will be good for a period of *ninety (90) days* after being opened by the Town of Moncks Corner.

The successful vendor is responsible for acquiring the appropriate business licenses and permits to conduct work with the Town of Moncks Corner. In addition to the certificate of insurance, business license and permit requirements, the bidder is required to remit all applicable sales and use tax, occupational license fees, and contractors/subcontractors license fee in accordance with Town ordinances and codes.

**TOWN OF MONCKS CORNER**  
**REQUEST FOR PROPOSAL (RFP)**

**August 18, 2016**  
**Solicitation Requirements**

**FOR: Farmers Market**

**Proposal must be received prior to 10:00 AM on Friday, September 2, 2016**

**A Pre-Proposal Conference will be held at 10:00AM, Friday August 26, 2016 at 128 Carolina Avenue, Moncks Corner, SC. Attendance is not mandatory but recommended.**

Deliver                   Town of Moncks Corner  
proposal to:           Town Administrator  
                              118 Carolina Avenue  
                              Moncks Corner, SC 29461

**Direct questions to Jeff Lord, Town Administrator (843) 719-7910**

**NO PROPOSAL WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN. All pages of the Proposal must be in a sealed envelope, the front of the envelope must be marked as follows: Signature required on page 15.**

- Bidder's Company Name
- Bid Name
- Bid Number
- Time/Date of Bid Opening

**If the above criteria is not met, your bid may be rejected.**

**Proposal Information**

**Name of Bidder:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Town, State, Zip Code:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

## **SCOPE OF WORK – FARMERS MARKET**

All applicable laws, ordinances, and rules and regulations of any authorities shall be binding upon the Bidder for the full term of this contract. The Bidder shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the TOWN harmless and indemnify same in the event of non-compliance.

Each BIDDER shall inspect the site and shall be responsible for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his PROPOSAL.

### **General Description and Scope of Work**

The Town of Moncks Corner will be seeking qualified, experienced, and licensed contractors with building construction skills and experience in providing services for the construction of one (1) structure.

The address for the construction is 418 Main Street, Moncks Corner, SC. All specifications shown are a minimum. There is no intention to disqualify any contractor(s) who can meet these specifications.

### **Performance Period**

Due to time being of the essence, the term of this agreement shall be submitted by the Contractor as to a proposed time schedule for starting and completing the job. The Contractor shall be held liable to the time period specified and any delay of completing the job in the time specified shall be issued liquidated damages of five hundred dollars (**\$500.00**) per day exceeding projected completion date. The contract time shall be extended in an amount of time equal to the time lost due to delays beyond the control of the Town or Contractor. Such delays shall include, but not limited to, inclement weather, fires, flood, or acts of God. The contractor shall be extended a day for each rain day encountered. A rain day is defined as a day in which the Contractor is unable to perform **any** work at the construction site. The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality of construction services are obtained at quality prices using the latest technology.

**The Town of Moncks Corner will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period. Contractors must submit firm fixed pricing.**

### **Basis of Award**

Acceptance of the proposal shall be made based on price, qualification, experience, and where applicable, responsiveness, operating costs, delivery time, requirements, performance data, and guarantees of materials and equipment for each separate location. The Town of Moncks Corner reserves the right, as the best interest of the Town may require, to award the purchase contract from any of the proposals, to reject any or all proposal, and to waive any informalities in proposals received.

## **General Conditions for Farmers Market continued**

### **Pricing Instructions**

**The vendor shall list the total job costs for construction (all inclusive) associated with performing the services required site. The Contractor shall thoroughly fill out the attached pricing sheet located at the end of these specifications or will be deemed “unresponsive”. Number of days required for completing construction after receiving notice to proceed must be stated in proposal(s). Failure to so state will obligate contractor(s) to complete construction within ninety (90) days. It shall be the sole responsibility of the Contractor(s) to visit the sites of the work and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof.**

### **A. Construction Standards**

- The Contractor shall construct the structure per the available stamped plans.

### **B. Disposal of Refuse**

- The Contractor shall remove and dispose of all debris.
- The Contractor will not be permitted to burn any of the demolished materials on site or within the boundary limits of the Town of Moncks Corner.
- The Contractor shall comply with all local, state, and federal regulations, including those of the OSHA, ADEM, and EPA.
- The Contractor shall be solely responsible for disposing of materials and shall take into account before bidding the compliance with the above stated ordinances and regulations. In no way shall the Contractor, after bidding, seek an adjustment or Change Order as a result of not being able to comply with the regulations, ordinances, codes, etc., set forth in these specifications.
- At the completion of the work, the Contractor shall remove all waste materials, and debris from, and about the premises as well as all tools, equipment, and surplus materials and leave the site clean and ready for occupancy. All work under this agreement shall be coordinated with the Town Administrator. Any changes to the established schedule must have prior approval of the Town Administrator. At any time during the term of the contract, the Town of Moncks Corner reserves the right to adjust the specifications attached. The Town understands that additional work shall be estimated and priced prior to performance. Unreasonable estimates shall be deemed cause to terminate this contract. The Contractor will, as a part of this agreement, be expected to work closely with the Town of Moncks Corner in resolving any and all problems resulting during the term of this agreement.

### **Regulatory Requirements**

- It shall be the sole responsibility of the Contractor to carry out the construction of said facility in a safe and diligent manner in accordance with normal workmanship and standards having to do with this type of work.
- The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- Contractors are required to be familiar with all federal, state and local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Contractor shall

## **General Conditions for Construction continued**

not, in any way, relieve the Contractor from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

- Contractors are hereby informed that it shall be their sole responsibility to comply with all applicable Federal, State, County, Town Ordinances (laws) and/or authorities having jurisdiction over this type of work.
- The Contractor shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations for the proper execution and completion of the work specified herein, including hazardous waste removal.
- The Contractor's employees shall wear appropriate safety gear, uniforms, and footwear that comply with all legal requirements including, but not limited to, OSHA (Occupational Safety and Health Administration and EPA (Environmental Protection Agency) requirements.
- In regards to hazardous waste removal, the Contractor shall perform or cause to be performed all work in compliance with the State of South Carolina Department of Environmental Management (SCDEM). The Contractor shall be required to obtain all necessary permits and meet the requirements for erosion and sedimentation control as defined in Town Codes and Ordinances. Contractor shall insure all silt fencing is installed as required. Also any required permanent stabilization shall be performed if required.

### **Safety and Protection**

- The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with the work.
- The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.
- Protective measures must be installed and observed in order to protect all neighbors from damage.
- The entire site must be cleaned to the fullest extent possible at the end of each day during the demolition and grading process. It shall be the sole responsibility of the Contractor(s) to remove from the site (at his/her own expense) any and all refuse, rubbish, scrap materials, and debris caused by the demolition such that at all times the site of the work shall present a neat, orderly and workman like appearance.
- The Contractor (s) shall exercise proper precaution(s) at all times for the protection and safety of persons and property, either on or near the site, during his/her prosecution of the work. All safety provisions of applicable laws and building and construction codes, in addition to safety and health regulations as required by the Federal, State, County and/or Town that are applicable to this type of work shall be adhered to by the Contractor(s) as if those provisions required by law were inserted herein.

## **General Conditions for Construction continued**

- It shall be the sole responsibility of the Contractor(s) to complete the demolition within a timely manner as stated in the proposal form.

All materials, tools, equipment, etc., shall be removed or safely stored. The Town of Moncks Corner **is not responsible** for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there are any questions in this area, the Town Administrator will be consulted.

### **Examination of Contract Documents and Site of Work**

All Vendors are required to examine carefully the site of the proposed Work and Contract and it is mutually agreed that the submission of a Proposal shall be evidence that the Vendor has made such examination and has judged for and satisfied himself as to the conditions to be encountered and as to the character, quality, and quantities of work to be performed and materials to be furnished. Vendors shall also familiarize themselves with and shall comply with the requirements of all Federal, State, and Local Laws and Ordinances which may directly or indirectly affect the Work, prosecution of the Work, persons engaged in or employed on the Work, or the materials or equipment used in the Work. No adjustments or compensations will be allowed for losses caused by failure to comply with the above requirements.

### **Qualifications**

The Contractor shall be fully equipped, staffed, certified, and licensed for the work performed.

Contractor shall own or have access to all equipment and instrumentation required for work performed under the contract, and that equipment and instrumentation shall be available for the duration of the contract.

All employees of the Contractor shall have knowledge and experience including all applicable current licenses, certifications, and permits necessary to perform assigned duties under the contract.

Any employee of the Contractor, who in the opinion of Town is incompetent or whose conduct becomes detrimental to work or safety shall be immediately removed from association with the contract.

### **Clarifications and Addendums**

Each submitter shall examine all Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made in writing to Jeff Lord at [jeff.lord@twn-mc.com](mailto:jeff.lord@twn-mc.com). The Town of Moncks Corner shall not be liable for oral interpretations given by any Town of Moncks Corner employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarifications, or additional information can be given. From the time of release of the solicitation until an award is made, submitters shall not communicate with anyone from the Town of Moncks Corner except as specifically provided within this document.

It shall be the responsibility of each submitter prior to submitting their proposal to review the website at <http://www.townofmonckscorner.sc.gov> or contact the Town Administrator to

## **General Conditions for Construction continued**

determine if any addendums were issued and to make sure such addendum is a part of their Proposal. **Each submitter shall acknowledge in its proposal all addendums received by signature on the addendum and be submitted with the proposal or be deemed “Non-Compliant” and rejected.** Any complaint from submitters relative to the Request for Proposal or any attached specifications shall be made in writing seventy-two (72) hours prior to the time of opening of proposal; otherwise they cannot be properly considered.

### **Legal Name**

It is essential that the principal and duly authorized officer of the firm who has the authority to bind the submitter to the submitted proposal shall sign the proposal(s) in order to legally validate the intent of the submitter. Failure to provide this shall result in a “Non-Compliant” status and result in the rejection of such proposal.

### **Quote Expenses**

All expenses for making proposal to the Town of Moncks Corner are to be borne by the submitter. In no way will the Town of Moncks Corner be held liable for any costs incurred in producing and creating the proposal.

### **Irrevocable Offer, Modifications, and Errors**

Any quote may be withdrawn up until the date and time dictated for the submission of proposal(s). Any proposal not withdrawn shall, upon opening, constitute an *irrevocable offer* for a period of *ninety (90) days* to the Town of Moncks Corner the goods and/or services set forth in the attached specifications until one or more of the proposal have been duly accepted by the Town of Moncks Corner.

Proposal modifications shall be accepted from a submitter only if received prior to the scheduled proposal submission time, in writing, properly signed by the authorized representative of the submitter’s company, firm, partnership, or individual. **Telephone corrections are not acceptable.** Proposal modifications shall be submitted and clearly marked “**PROPOSAL MODIFICATIONS**”.

### **Lien Protection**

The Town of Moncks Corner shall prohibit any submitter or contractor from filing a lien or encumbrance against the items delivered to or against the owned property of the Town.

### **Disqualification of Proposal/Termination of Contract**

The Town of Moncks Corner reserves the right to disqualify responses that are incomplete, deceptive, frivolous, not signed, and conditional. Responses that contain arithmetical errors, or do not comply with mandatory formats, or contain irregularities may also be rejected.

### **Contract Forms**

Any agreement, contract, or Purchase Order resulting from the acceptance of a proposal shall be on forms provided or prior approved by the Town of Moncks Corner. Any erasures, delineations, or alterations are to be clear and initialed by the person signing.

### **Notice of Acceptance**

The Town shall notify the successful submitter of its acceptance of the proposal by a Notice of Award, depositing an executed copy thereof in the US mail, and/or notification by email.

## **General Conditions for Construction continued**

### **Exceptions, Variances, and Alternates**

Submitters shall indicate any and all variances, exceptions, and alternates from the Town of Moncks Corner requested specifications, terms, and conditions on a separate sheet entitled and clearly marked "Exceptions, Variances and Alternates". Providing there have been no variances, exceptions, and alternates attached to said proposal, it shall be assumed that the submitter is meeting all requirements of the specifications. Alternate proposal may or may not be considered at the sole discretion of the Town of Moncks Corner.

### **Regulations, Codes, and Standards**

Submitters shall be authorized to transact business in State of South Carolina. It shall be the responsibility of each supplier to assure compliance with any and all Codes and Standards including but not limited to OSHA, EPA, ADEM, and other Federal, State of South Carolina, Horry County, Local, and Town of Moncks Corner ordinances, rules, regulations, or other requirements that apply to the goods and/or services provided.

### **Performance Management**

During the performance of a contract, the Contractor shall address concerns and questions to the assigned Town's Representative at the awarding of said contract and shall not take direction from other persons or departments that may visit the site from time to time.

### **Inspections**

It is mutually understood and agreed that if any time the Town Administrator or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Town Administrator or designee shall have the power to notify the aforesaid Contractor of the nature of the complaint. Notification shall constitute delivery of notice or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Town Administrator or designee, he/she shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the Town out of such monies as may become due to said Contractor, under and by virtue of this agreement.

## INFORMATION TO BIDDERS

Proposals are being requested for the construction of one (1) structure at 418 Main Street, Moncks Corner, SC.

The successful bidder will be responsible for providing all materials, labor, tools and equipment necessary for the construction of the building.

Request for Proposal (RFP) will be received by the Town of Moncks Corner (the "Town") at the Town Hall located at 118 Carolina Avenue, Moncks Corner, South Carolina, until **10:00 AM on Friday September 2, 2016**.

RFP must be submitted in a sealed envelope addressed to the Town of Moncks Corner Town Administrator, 118 Carolina Avenue, Moncks Corner, South Carolina, 29461. Each sealed envelope containing a proposal shall contain Proposal's complete name and address, and plainly marked on the outside as "Farmers Market"

All PROPOSALS must be made on the required PROPOSAL forms. All blank spaces for PROPOSAL price(s) must be filled in, in ink or typewritten and the PROPOSAL form must be fully completed and executed when submitted. Only one copy of the PROPOSAL package is required.

The TOWN may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for opening of PROPOSAL or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the TOWN and the BIDDER.

The Contract documents contain the provisions required for the construction of the Farmers Market. Information obtained from an Officer, agent, or employee of the TOWN or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The party to whom the contract is awarded will be required to execute the Contract and obtain the Certificates of Insurance and business license within ten (10) days from the date and time when NOTICE OF AWARD is delivered to the BIDDER. In case of failure of the BIDDER to execute the Contract and provide the above referenced insurance, the TOWN may at its option consider the BIDDER in default, and the TOWN may seek any and all relief available to the TOWN under the laws and statutes of the State of South Carolina.

The TOWN may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the TOWN all such information and data for this purpose as the TOWN may request. The TOWN reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the TOWN that such BIDDER is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time period set forth in the PROPOSAL Documents.

## **SPECIAL WORK REQUIREMENTS:**

The successful contractor must coordinate with the Town of Moncks Corner working hours. All working hours are to be approved. Once the project begins, work will be continuous and conducted daily and not delayed for any contractor reason(s).

The contractor shall take proper measures to protect adjacent or adjoining property which might be injured/damaged by any process of the work in the contract. In case of injury or damage, the contractor shall restore at his/her own expense the injured or damaged property to a condition similar or equal to that existing before such injury or damage was done to the satisfaction of the Town.

The contractor shall provide any and all barricades and lights for the project or portion of the project within which operations are being conducted. All operations and stock piles of material and/or stored equipment shall be adequately barricaded and lighted.

All materials incorporated in the permanent work shall be new, and both workmanship and materials shall be the best of quality.

The contractor is totally responsible for the safety of the project and associated hazards/liability of the project. Sound safety practices will be adhered to. Insurance requirements are attached. Upon completion of all work, the contractor shall clean the entire work area to a normal level or "first class" condition as judged by the Town.

Fine grading over the area disturbed upon completion of all demolition and removal. Fine grading shall be done to bring property back to grade with existing surrounding properties and to ensure proper drainage.

## PROPOSAL AND SIGNATURE DOCUMENT

The undersigned, as Proposer, declare that we have examined all proposal documents contained herein and will contract, hereon, with the Town of Moncks Corner (hereinafter referred to as the "Town") to do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the RFP documents. (If no addenda has been received, please place a zero in the space provided.)

In addition, we propose to furnish the following products/services in strict conformance to the RFP requirements and proposal invitation issued by the Town for this proposal. Any exceptions are clearly noted as required.

We understand that any false statements made to meet any requirements may result in contract cancellation or initiation of action under Federal or State laws or both.

Date: \_\_\_\_\_

\_\_\_\_\_  
Proposer - Company Name

\_\_\_\_\_  
Addenda Numbers Received

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Town Business License Number

\_\_\_\_\_  
Email

South Carolina Sales Tax Registration No.:

\_\_\_\_\_

If SC Sales Tax No. not supplied, please state reason:

\_\_\_\_\_

Federal Tax ID No. (FEIN) (Required):

\_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Remittance Address (If different from mailing address)

\_\_\_\_\_  
Town, State, Zip

\_\_\_\_\_  
Town, State, Zip

**Date: September 2, 2016**

## REQUEST FOR PROPOSAL

Proposal of \_\_\_\_\_ hereinafter called "BIDDER", organized and existing under the laws of the State of \_\_\_\_\_ and registered to do business in the State of South Carolina.

To the Town of Moncks Corner (TOWN). In compliance with your Advertisement for PROPOSAL, BIDDER hereby construct the Farmers Market in strict accordance with the Construction and Contract Documents, within the time set forth therein, and at the price(s) stated below.

By submission of this PROPOSAL, the BIDDER certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the PROPOSAL with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract no later than the date and time specified in the Notice to Proceed and to fully complete the Project within \_\_\_\_\_ calendar days from date in the Notice to Proceed.

Bidder understands that the TOWN reserves the right to reject any or all proposals and to waive any informalities in the bidding.

The bidder agrees that this proposal shall be good and may not be withdrawn after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, bidder will execute the formal contract and deliver Certificates of Insurance within ten (10) days as required in the Information to Bidders.

\_\_\_\_\_  
Proposer - Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

## ADDITIONAL TERMS AND CONDITIONS

**Failure to provide all information and/or documentation requested in this proposal may be grounds for disqualification of the proposal.**

1. List two (2) references (preferably commercial/government organizations) for whom your company has performed similar work. Please include company name, name of individual to contact, address, telephone number and length of service. **Do not include the Town of Moncks Corner as a reference.**

a) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Insurance Requirements are attached. A Certificate of Insurance meeting all insurance requirements must be provided within ten (5) working days after notice of award. **Work cannot begin until a valid Certificate of Insurance is provided meeting all requirements. Proposal Bonds may be required if the total order is \$20,000 or more.**

3. List any exceptions to specifications:

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

4. A Town of Moncks Corner Business License and W-9 will be required prior to commencement of work.

## **Town of Moncks Corner INSURANCE REQUIREMENTS**

### **PUBLIC LIABILITY AND PROPERTY DAMAGE**

The Contractor shall purchase and thereafter maintain for the term of this agreement, and any subsequent extensions hereto, public liability insurance to protect Contractor from claims for bodily injury and/or property damage which may result from Contractor's performance of this agreement. The policy shall provide a combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage with an aggregated limit of not less than \$1,000,000.

### **AUTOMOBILE LIABILITY**

The Contractor shall purchase and thereafter maintain for the term of this agreement and any subsequent extensions hereto, comprehensive automobile liability insurance to protect the Contractor from claims for bodily injury and property damage which may arise from Contractor's use of motor vehicles in the performance of this agreement. The policy shall provide for a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

### **WORKERS' COMPENSATION INSURANCE**

Prior to beginning the work, the Contractor shall take out full compensation insurance for all persons which may be employed directly or indirectly in the performance of this agreement, coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must provide Employers Liability coverage in the amount of \$500,000 each accident; \$500,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit and shall be maintained in full force and effect during the term and any subsequent extensions hereto.

### **EXCESS LIABILITY POLICY**

At the option of the Contractor, the limits of the primary general liability, automobile liability and employer's liability policies may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the Town and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

### **POLICY ENDORSEMENTS**

The following requirements shall apply to the policy(s) indicated below:

#### **A. General Liability and Automobile Liability**

It is understood and agreed that the Town of Moncks Corner, its officials, agents and employees are recognized as additional insured under the policy and, as such, will be provided thirty (30) days written notice by mail of non-renewal, exhaustion of aggregate limit, modification of coverage or cancellation for any reason, and the company hereby agrees to provide such notice. Failure of the company to provide the required notice shall cause the coverage to continue in force for the benefit of the Town, its officials, agents and employees until proper notification, as required herein, is provided, the provisions of the policy or any Certificate of Insurance to the contrary notwithstanding.

#### **B. Workers' Compensation**

The cancellation provision is hereby amended to provide that the Town of Moncks Corner will be provided thirty (30) days written notice via mail in the event of coverage cancellation.

## **INSURANCE REQUIREMENTS continued**

### **NOTIFICATION OF INSURANCE COMPANIES**

It is the responsibility of the Contractor to notify all insurance companies to familiarize themselves with all the terms and conditions of this agreement. The insurance companies shall waive their right of notification by the Town of any change or modification of this contract, or of decreased or increased work, or of the cancellation of this agreement or of any other acts by the Town or its authorized employees or agents under the terms of this agreement. The waiver by the insurance companies shall in no way relieve them of their obligations under this agreement.

### **CERTIFICATES OF INSURANCE**

Contractor shall file with the Town a Certificate of Insurance, which shall be approved by the Town prior to the inception of any work. Renewal certificates shall be sent to the Town thirty (30) days prior to any expiration date.

### **INSURER LICENSING AND RATING**

All insurance companies providing coverage to the Town, shall be licensed to do business in the State and have an A.M. Best rating of "A-" or better.

### **INSURANCE COVERAGE ADJUSTMENTS**

In response to changing circumstance of loss exposures, the Town reserves the right to modify the insurance coverage, limits of liability, policy endorsements and policy terms required in this contract. The Town will provide written notice to the Contractor, which outlines such changes and allow Contractor a reasonable period of time in which to comply with the new requirements. However, in no event shall Contractor compliance period be longer than thirty (30) days.

### **COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE**

If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall, upon notice to that effect from the Town, promptly obtain a new policy and submit the same for approval to the Town. Upon failure of the Contractor to furnish, deliver and maintain the insurance coverage's required herein, this agreement, at the sole discretion of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under this agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

### **HOLD HARMLESS**

Contractor agrees to protect, defend, indemnify and hold the Town, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses and liabilities of every kind and character arising out of, or relating to, any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this agreement, and/or the performance hereof, that are due to the negligence of the Contractor, its officers, employees or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

# PRICING PROPOSAL FORM

DATE: \_\_\_\_\_

## 1. BASE QUOTE:

Pursuant to and in compliance with the Request for Proposal and the Specifications relating to:

**PROJECT NAME: Farmers Market** including Addenda (if any) , the undersigned, having become thoroughly familiar with terms and conditions of the Specifications and with local conditions affecting the performance, progress and cost of the work that is to be completed, hereby proposes and agrees to fully perform the work within the time stated and in accordance with the Specifications including furnishing any and all services, labor, materials, and equipment and to do all the work required to complete said work in accordance with the Specifications for the following lump sum(s):

Total one (1) Job \$ \_\_\_\_\_

Location	Completion Time
418 Main Street	_____

## 2. TIME OF COMPLETION:

Vendor hereby agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days of a date to be specified in a written order of the Town's (Notice to Proceed), and shall be finally completed within the above specified number of days for each location quoted.

3. The Undersigned agrees that this quote may not be revoked or withdrawn after the time set for the submission of quotes but will remain open for acceptance for a period of ninety (90) days following such time. The Undersigned agrees that upon receipt of the Notice of Acceptance of his Proposal (NOTICE OF AWARD), he will, within ten (10) days from the Notice of Award, execute the formal Contract and will deliver insurance, Performance Bond, Payment Bond Business License and any other documentation as required by the specifications.

Respectfully submitted,  
Signature of an Individual:

\_\_\_\_\_  
Title

Doing Business as/for:  
Business Address:

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

Business Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as SURETY are hereby held and firmly bound unto \_\_\_\_\_ as TOWN, in the penal sum of \_\_\_\_\_ (5% of the proposed construction cost) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted to the City of Myrtle Beach a certain PROPOSAL, attached hereto and hereby made a part hereof to enter into a contract in writing for the \_\_\_\_\_.

NOW, THEREFORE,

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

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

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

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

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By \_\_\_\_\_

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Town)

\_\_\_\_\_  
(Address of Town)

hereinafter called TOWN, in the penal sum of \_\_\_\_\_  
Dollars, (\$ \_\_\_\_\_) in lawful money of  
the United States, for the payment of which sum well and truly to be made, we bind ourselves,  
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the TOWN, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,  
a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original  
term thereof, and any extensions thereof which may be granted by the TOWN, with or without  
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and  
demands incurred under such contract, and shall fully indemnify and save harmless the TOWN  
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse  
and repay the TOWN all outlay and expense which the TOWN may incur in making good any  
default, then this obligation shall be void; otherwise to remain in full force and effect.

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

**PERFORMANCE BOND continued**

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

[SEAL]

\_\_\_\_\_  
(Witness as to Principal)

By \_\_\_\_\_ (s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

[SEAL]

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**NOTE:** Date of Bond must be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Town)

\_\_\_\_\_  
(Address of Town)

hereinafter called TOWN, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in lawful money of the United States, for payment of which sum well and  
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the TOWN, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,  
a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE if the Principal shall promptly make payment to all persons, firms,  
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the  
prosecution of the WORK provided for in such contract, and any authorized extension or  
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and  
coke, repairs on machinery, equipment and tools, consumed or used in connection with the  
construction of such WORK whether by SUBCONTRACTOR or otherwise, then this obligation  
shall be void; otherwise to remain in full force and effect.

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

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

**PAYMENT BOND continued**

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

[SEAL]

By \_\_\_\_\_ (S)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Surety Secretary

[SEAL]

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**NOTE:** Date of BOND must be prior to date of contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.