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Contracts and Procurement Director

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INVITATION FOR BIDS
No. 4437-11L

HAZARD TREE PRUNING SERVICES

PROJECT OVERVIEW (See Attachment A for details)
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DATE:	July 29 2010
SOLICITATION NUMBER:	IFB No. 4437-11L
DESCRIPTION OF WORK:	Hazard Tree Pruning Services
PRE-BID CONFERENCE:	MANDATORY **Late arrivals will not be allowed to sign in.** Friday, August 6, 2010 @ 10:00 a.m. Public Services Building 4045 Bridge View Drive, Suite B225 North Charleston, South Carolina 29405 <u>Followed by site visit.</u>
LAST DAY FOR WRITTEN QUESTIONS:	Thursday, August 12, 2010 at 5:00 p.m. Fax No. (843) 958-4758
DUE DATE/TIME:	Thursday, August 26, 2010 at 3:00 p.m.
LOCATION:	Procurement Department 4045 Bridge View Drive, Suite B250 North Charleston, SC 29405

This solicitation does not commit the Charleston County to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject any, all or any part of bids received as a result of this request, or to cancel in part or in its entirety this Invitation for Bids if it is in the best interest of the County to do so. The County will be the sole judge as to whether bids submitted meet all requirements contained in this solicitation.

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INVITATION FOR BIDS (IFB)
GENERAL TERMS AND CONDITIONS

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS

- A. Bids must be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Bids may not be submitted by FAX or other facsimile transmittal.
- B. Mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to Charleston County Procurement Department, 4045 Bridge View Drive, Suite B250, North Charleston, South Carolina 29405. Each sealed envelope containing a bid shall be marked on the outside with the Bidder's complete name, address, bid number, description of services requested by IFB (i.e., Elevator Maintenance, Road Construction), along with the due date and time. Failure to do so may result in premature opening of, or a failure to open, such bid.
- C. **Bids submitted after the "Opening" date and time are considered "Late Bids". "Late Bids" will not be opened or considered.**
- D. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of bid, but not thereafter.
- E. Bidders shall promptly notify the Charleston County Procurement Department, in writing, and no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents or the project premises and local conditions.
- F. Bidders requiring clarification or interpretation of the IFB documents shall make a written request which must be received at the Charleston County Procurement Department no later than the last date and time for submittal of written questions.
- G. Any interpretation, correction or change of the IFB documents will be made by addendum. It is your responsibility to monitor the Procurement website at www.charlestoncounty.org for any additional information, revisions, or addenda that may be posted.
- H. No substitutions will be considered after the Contract award except by amendment or change order.
- I. Failure to submit a bid on the form requested or inclusion of any alternates, unit prices, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks on the Bid Form shall be considered cause for rejection of a bid.
- J. The County seeks a single, qualified company to be responsible for completion of the work (hereinafter "Work") described herein (although the County reserves the option to award portions of the project to multiple bidders if such is to the advantage of the County). Therefore, any one bid submitted by more than one company will be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the

other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to the County.

K. The following are included in the Bid Package:

Attachment A: Special Instructions / Terms and Conditions
Attachment B: Scope of Work/Specifications
Attachment C: Sample Contract
Attachment D: Sample Forms
Attachment E: Required Forms

3. **NON-COLLUSION OATH**

Every bid must be accompanied by a notarized affidavit of non-collusion, executed by the Bidder or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

4. **BIDDER REPRESENTATIONS**

Each Bidder by submitting a bid represents that:

- A. The Bidder has read and understands this IFB (including all specifications and attachments) and that their bid is made in accordance therewith.
- B. The Bidder has reviewed the IFB, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The bid is based on the terms, materials, systems and equipment required by this IFB, without exception.
- D. The Bidder is qualified to provide the services and equipment required under this IFB and, if awarded the Contract, will do so in a professional, timely manner using Bidder's best skill and attention.

5. **AWARD OF CONTRACT**

- A. Award of Contract will be made to the lowest responsive and responsible bidder(s) whose bid, conforming to the IFB, is most advantageous to the County, price and other factors considered.
- B. The County reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.
- C. The County shall be the sole judge of the suitability of the items or services to be provided pursuant to this IFB.

6. NOTICE OF AWARD OF CONTRACT

The successful Bidder will be notified of acceptance of bid by a written Notice of Award of contract. The successful Bidder shall not undertake any work, and the County will not be responsible for payment for any work whatsoever undertaken by successful Bidder prior to issuance of the Notice to Proceed.

The successful Bidder shall be required to submit acceptable Insurance Certificate(s) and Endorsement(s) within five (5) business days after the issuance of the Notice of Award.

7. CONTRACT DOCUMENT

The successful Bidder shall be required to execute a formal contract within five (5) business days after issuance of a Notice of Award. Said Contract shall be virtually identical in substance and form to the Contract which is attached and marked Attachment C, Sample Contract. The only anticipated changes in Attachment C, Sample Contract, will be to include additional exhibits, to fill in the blanks to identify the successful Bidder, and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of work, or changes pursuant to addenda issued prior to the bid opening. **Bidders should raise any questions regarding the terms of the Contract, or submit requested changes in said terms, in the form of written questions or submittals, subject to the deadline for questions.** Because the signed contract will be substantively and substantially derived from Attachment C, Sample Contract, Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Attachment C, Sample Contract, before submitting a bid. Again, Attachment C, Sample Contract, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Contract shall be grounds for the County to revoke any Notice of Award which has been issued, forfeit bid security, and award the Contract to another Bidder.

8. MODIFICATION

Charleston County has defined this section in the Sample Contract under Section Twenty.

9. NOTICE TO PROCEED

A Notice to Proceed will be issued after the successful Bidder has executed the Contract and has submitted acceptable performance and payment bonds (if applicable) to the County as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful Bidder shall not deliver any equipment to the work site or commence work until the successful Bidder has received a written Notice to Proceed from the Contracts and Procurement Director.

10. BIDDER'S QUALIFICATIONS

Before a bid is considered for award, the Bidder may be requested by the County to submit a statement providing additional information regarding their previous experience in performing comparable work.

11. SUBCONTRACTORS

- A. If any subcontractors will be used for this project, the successful Bidder shall provide to the Contracts and Procurement Director a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor on the Subcontractor Data Report Form included in the Attachment E, Required Forms.
- B. The successful Bidder shall not substitute other subcontractors without the written consent of the Contracts and Procurement Director.
- C. The successful Bidder shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Bidder. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time the Contracts and Procurement Director determines that any subcontractor is incompetent or undesirable, the director shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this IFB shall create any contractual relationship between any subcontractor and the County.
- F. It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

12. INDEMNIFICATION

Charleston County has defined this section in the Sample Contract under Section Twenty-Two.

13. TERMINATION

Charleston County has defined this section in the Sample Contract under Section Twenty-One.

14. STATE AND LOCAL TAXES

Except as otherwise provided, Contract prices shall *include* all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue and Taxation (the "SCDOR"). When and if County receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

The successful Bidder shall calculate that portion of the Contract which is subject to the seven and one half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by successful Bidder. If the successful Bidder is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Bidder furnishes County with a valid South Carolina

Use Tax Registration Certificate Number.

The successful Bidder shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the successful Bidder's failure to pay any tax of any type due in connection with this Contract.

The successful Bidder shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

15. DRUG-FREE WORKPLACE ACT

Successful Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all successful Bidder's executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

16. INSURANCE REQUIREMENTS

The successful Bidder, at its own expense, shall at all times during the term of the Contract, maintain insurance as required herein (see Sample Forms) and previously incorporated by reference. The County shall not execute the Contract until the successful Bidder has submitted acceptable Insurance Certificate(s) and Endorsement(s), which must be submitted within five (5) business days of receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such Insurance Certificate(s) and Endorsement(s) shall constitute grounds for the County to revoke its Notice of Award, forfeit bid security, and award the Contract to another successful Bidder. The County may contact the successful Bidder's insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Bidder's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The successful Bidder shall also require any sub-contractors to carry the same coverages in the same amounts.

Faxed Insurance Certificate(s) and Endorsement(s) will be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

The County must be advised immediately of any changes in required coverages.

ATTACHMENT A

SPECIAL INSTRUCTIONS/ TERMS AND CONDITIONS

SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS**1. PRE-BID CONFERENCE:**

Interested Bidders are required to attend a ***MANDATORY*** pre-bid conference on **Friday, August 6, 2010 at 10:00 a.m.**, at Public Services Building, 4045 Bridge View Drive, Suite B225, North Charleston, SC 29405. Followed by site visit. Bids will only be considered from Bidders that send an authorized representative to the pre-bid walk-through. Attendees must sign the County's sign-in sheet at the beginning of the walk-through. No attendees will be allowed to sign once the walk-through has begun and all attendees must remain until the County's Procurement Department Representative, in conjunction with the County's Zoning/Planning Department Representative officially conclude the walk-through

2. WRITTEN QUESTIONS DEADLINE:

The last day and time for submittal of written questions shall be no later than **5:00 p.m., Thursday, August 12, 2010.**

3. BID SUBMITTAL DEADLINE:

Bids will be received until **3:00 p.m., Thursday, August 26, 2010** (*as indicated on the official clock in the Procurement Department*) after which time will be publicly closed and read. Bidders are invited to attend the opening of this bid at the time stated above.

4. PROJECT TIME OF COMPLETION:

Time of completion for this project shall be sixty (60) calendar days from the issuance of a Notice to Proceed. The Contractor will be required to meet with a Charleston County Zoning/Planning Department Representative to sign an acknowledgement of the actual commencement date. Any work initiated prior to the expiration of the Contract must be completed.

5. DAMAGES

Charleston County has defined this section in the Sample Contract under Section Eighteen.

6. PAYMENT TO CONTRACTOR

- A. The County shall pay successful Bidder, on a monthly basis, for the performance of the Work, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in Attachment C, Sample Contract, on the following basis:

Lump sum payment will be made based on completed Work with the acceptance of the Work by the County's authorized Representative. The County may at any time request backup documentation for any invoice for which it reasonably has questions. Payment may be withheld until such information is provided, as required by the County.

Invoices shall reflect contract pricing. Final payment will be provided based on full completion and correctness of work performed, and will be contingent upon final inspection of work and approval by a SC Forestry Commission and Charleston County representative.

- B. Special income tax withholding: two percent (2%) income tax withholding as required by Section 12-8-540 and 12-8-550 of the *Code of Laws of South Carolina* (1976, as amended) for certain out-of-state contractors.

7. PERMITS AND LICENSES

The successful Bidder shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the successful Bidder may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

8. DISADVANTAGED BUSINESS ENTERPRISE GOAL

Charleston County Council has established a goal of 20% for Disadvantaged Business Enterprise (DBE) participation on all contracts and procurements.

9. ADDITIONAL INFORMATION INQUIRIES

Questions or clarifications concerning this should *only* be directed to:

Lanna Wright, CPPB, Senior Buyer
Charleston County
4045 Bridge View Drive, Suite B250
North Charleston, SC 29405
Tel: 843-958-4755
Fax: 843-958-4758
Email: lwright@charlestoncounty.org

If the Buyer named above is unavailable, please contact:

Barrett J. Tolbert, Contracts and Procurement Director
Tel: 843-958-4750
Fax: 843-958-4758

ATTACHMENT B

SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK / SPECIFICATIONS

DESCRIPTION

Charleston County seeks to contract with a qualified tree service company, as described in this Scope of Work, to provide for hazard mitigation pruning of trees within the Bohicket Road and River Road right-of-ways on Johns Island. 127 total trees, 89 on Bohicket Road and 38 trees on River Road have been field located and determined to be in need of hazard limb removal. The project has been divided up into 9 sections, 4 along Bohicket Road and 5 along River Road, in order to target groups of high risk trees within the right-of-ways. Coordination with the South Carolina Department of Transportation (SCDOT) for hazard tree limb pruning activities within the right-of-ways will be the responsibility of the tree service company. The tree pruning work must be completed by November 30, 2010. A mandatory pre-bid meeting is required. Please see the Appendix for specific tree information.

PROJECT FUNDING

Charleston County received an award under a reimbursable grant from the SC Forestry Commission (SCFC). Funds for this project were provided by the American Recovery & Reinvestment Act Financial Assistance Program for Forest Health Enrichment administered through the SCFC and funded by the USDA Forest Service.

INVOICING

Invoices shall reflect contract pricing. Final payment will be provided based on full completion and correctness of work performed, and will be contingent upon final inspection of work and approval by a SC Forestry Commission and Charleston County representative.

COORDINATION WITH SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT)

The Contractor will be responsible for obtaining an encroachment permit from the SCDOT for all work within the right-of-ways.

PERFORMANCE STANDARDS

1. All activities performed under the Contract shall conform to the most current published American National Standards Institute (ANSI) Z133.1 standards for safe arboricultural operations.
2. All pruning practices performed under the Contract shall conform to the most current published ANSI A300 (Part 1) – 2008 Pruning Standards as well as the International Society of Arboriculture (ISA) Best Management Practices (BMP) for tree pruning. These publications are available via www.isa-arbor.com.
3. Prior to commencing work, the Contractor shall furnish certificate of insurance for Worker's Compensation, Commercial General Liability (bodily injury/property damage), Comprehensive Automobile Liability and Umbrella Liability. Amount of coverage to be determined and approved by Charleston County. Insurance shall be kept in force, as issued, during the duration of the work to be performed.

COMPLIANCE WITH LAWS

1. The Contractor shall comply with all applicable federal, state, and local laws and codes regarding working conditions, hours of employment, overtime regulations, methods and rates of pay and any other regulations regarding employer-employee relationships. Insurance policy must be written by a company licensed to do business in the State of South Carolina.

2. The Contractor here-by acknowledges being aware of and in total compliance with “The South Carolina Illegal Immigration Reform Act, 2008; Act No. 280; specifically Section 3 of this Act; which added Chapter 14 to Title 8 of the South Carolina Code of Laws, entitled “Unauthorized Aliens and Public Employment”.

3. The Contractor also understands and acknowledges that a public employer may not enter into a services contract with a contractor for the physical performance of services within the state unless the contractor agrees to register and participate in the federal work authorization program to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, and the sub-subcontractors, to register and participate in the federal verification of the employment authorization of all new employees; or employ only workers who:

(A) possess a valid South Carolina driver's license or identification card issued by the South Carolina Department of Motor Vehicles;

(B) are eligible to obtain a South Carolina driver's license or identification card in that they meet the requirements set forth in Sections 56-1-40 through 56-1-90; or

(C) possess a valid driver's license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the Executive Director of the South Carolina Department of Motor Vehicles, or his designee. The Executive Director of the South Carolina Department of Motor Vehicles, or his designee, shall publish on its website a list of states where the license requirements are at least as strict as those in South Carolina.

4. The Contractor shall comply with the requirements of this chapter and agree to provide to the public employer any documentation required to establish either:

(A) the applicability of this chapter to the contractor, subcontractor, and sub-subcontractor; or

(B) the compliance with this chapter by the contractor and any subcontractor or sub-subcontractor.

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.

5. The Contractor shall comply with all applicable requirements for conducting any work in SCDOT right-of-ways. A copy of the SCDOT approved traffic plan and encroachment permit shall be provided to the Charleston County Zoning/Planning Department prior to any work.

6. The Contractors shall provide, at Contractor's expense, all tools of the trade, equipment and labor necessary to perform the work to the specifications.

NOTIFICATION PRIOR TO START OF WORK

1. The Contractor shall notify Sally Brooks with the Charleston County Zoning/Planning Department by calling (843) 202-7200 or via email at sbrooks@charlestoncounty.org prior to starting each section of work. A pre-inspection meeting must be held prior to the start of work in each designated section.
2. The Contractor will schedule and perform requested tree service work within a time period specified by this document.

WORK TIME

1. When a starting date has been determined by the Contractor, the Contractor shall be on the job site on that day and ready to perform work.
2. If the work cannot be completed within the established timeframe, the Contractor needs to decline the work when it is offered. If a project with a timeframe is accepted, the Contractor must complete the work as scheduled.
3. Some work may need to be conducted outside regular hours and/or on weekends. The Contractor will communicate such special work times along with the project timeframe. If the work cannot be completed during the established times, the Contractor needs to decline the work when it is offered.

COMPLETION OF WORK

The Contractor shall notify Sally Brooks with the Charleston County Zoning/Planning Department by calling (843) 202-7215 or via email at sbrooks@charlestoncounty.org within 36 hours of work completion in each designated section.

TREE CARE SERVICES

1. A hazardous tree pruning Contractor shall have under its employ at least one employee who holds an ISA Certification, and Contractor shall ensure that ISA Certification is maintained throughout the Contract period. The name of the arborist and his/her certification number shall be provided. All pruning shall be performed or supervised on-site by an ISA Certified Arborist.
2. Pruning shall be specifically performed to reduce risk and is limited to limbs which present an eminent threat to people and vehicles and/or is at a high risk for failure.
3. Limbs to be removed shall meet one or more of the following conditions: be a minimum size of 4 inches in diameter, dead, cracked, infected with hypoxlyn canker, severe decay, open cavity and included bark.
4. Pruning under the Contract shall not include topping, pollarding, raising, reduction, restoration and thinning as defined in the ISA BMP for tree pruning.
5. The Contractor shall not prune trees that are under utility lines unless it employs a qualified line-clearance arborist and/or the power has been turned off by the utility.

6. The Contractor shall employ only such workers as are skilled in the tasks to which it is assigned. Charleston County reserves the right to require the Contractor to remove and/or not to assign any employee Charleston County deems incompetent, careless, insubordinate, or otherwise objectionable to working on Charleston County projects.
7. The Contractor is required to provide an aerial lift with a minimum reach (working height) of 50 feet when necessary.
8. Vehicles and equipment used to perform tree care services (e.g., aerial lift, wood chipper, support vehicles) will, to the extent feasible, be positioned on paved or gravel surfaces. When it is necessary to operate vehicles or equipment on turf or on tree root zones, the Contractor shall use ground protection equipment to protect soil from compaction and turf damage.
9. All work within the canopy not accessible by an aerial lift shall be performed by a trained climber.

WASTE REMOVAL

All wood waste and/or nonhazardous debris produced under the Contract shall be removed from the job site by the Contractor the same day it is produced, unless specific alternative arrangements are made with Charleston County. The Contractor shall collect and remove all waste twigs, sawdust and leaves that have been produced as a result of a tree service activity. The Contractor shall not incinerate debris and/or dump waste by/in the street or road.

SITE RESTORATION

Contractor shall be responsible for all damage to turf, soil depressions and damage to surrounding trees, shrubs and grassy areas resulting from the contracted work. Damage to turf or soil depressions caused by operation of vehicles will be repaired by the Contractor.

SUBCONTRACTING

Any contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other contractor.

SUBMITTAL

To achieve a uniform review process and allow for adequate comparability, the submittal responses must include the following:

- (A) at least three recent references (contact & telephone number) for similar work completed;
- (B) name(s) and certification number(s) of ISA Certified Arborist(s)/Tree Worker(s) that will perform or supervise all pruning work and/or removals;
- (C) bid must be signed with the firm name and by an officer or an employee having the authority to bind the company or firm by his or her signature;
- (D) contact information for the Contractor as well as documentation of certificate of insurance for Worker's Compensation, Commercial General Liability (bodily injury/property damage), Comprehensive Automobile Liability and Umbrella Liability;

- (E) a copy of the Contractor's current valid Charleston County business license;
- (F) a cost for each designated section for tree pruning (see Appendix A). Contractor must state if wood removal is included; and
- (G) a timeline describing the approximate start date and date of completion for each designated section of tree pruning work.

APPENDIX A

Hazard Tree Pruning Services

This appendix includes a map of the entire project, individual maps of each section, and a spreadsheet with details of the trees in each section. The following maps and spreadsheet reference the approximate size and locations of the trees to be pruned. On site, all trees listed for pruning have been marked with an orange spray painted dot at the base of the trunk on the side opposing the roadway.

APPENDIX A

Tree List

BOHICKET ROAD*BOHICKET ROAD-SECTION A (9 trees)*

	Approx DBH and Species	Approx Address	East Bound(EB)/West Bound (WB)	Canopy Area (1/4, 1/2, 3/4, or Full)	Approx # of Limbs	Additional Description
1	40" Live Oak	1972 Bohicket Rd	EB	1/2	3	limbs ranging 4"-18"
2	36" Live Oak	1972 Bohicket Rd	EB	1/2	3	limbs ranging 6"-12"
3	40" Live Oak	behind 1957 Walkers Ferry Place	WB	Full	3	2 limbs hanging over sidewalk
4	40" Live Oak	1972 Bohicket Rd	EB	1/2	2	limbs ranging 6"-12"
5	54" Live Oak	behind 3629 Woodscape Ct	WB	1/2	2	n/a
6	48" Live Oak	1972 Bohicket Rd	EB	3/4	2	one limb over drivewayand other 6"-12"
7	36" Live Oak	behind 3630 Woodscape Ct	WB	1/2	4	limbs ranging 6"-12"
8	36" Live Oak	2024 Bohicket Rd	EB	1/2	3	limbs ranging 6"-12"
9	36" Live Oak	2024 Bohicket Rd	EB	1/2	2	limbs broken off hanging in tree

BOHICKET ROAD-SECTION B (5 trees)

	Approx DBH and Species	Approx Address	East Bound(EB)/West Bound (WB)	Canopy Area (1/4, 1/2, 3/4, or Full)	Approx # of Limbs	Additional Description
1	48" Live Oak	across from 2220 Bohicket Rd	WB	1/2	1	needs corrective cut
2	24" Live Oak	2270 Bohicket Rd	EB	Full	2	10" dead stub to remove
3	24" Live Oak	across from 2270 Bohicket Rd	WB	1/2	1	12" limb
4	36" Tree	2330 Bohicket Rd	EB	Full	n/a	15" limb over grass area
5	36" Tree	across from 2330 Bohicket Rd	WB	3/4	2	limbs ranging 10"-12"

BOHICKET ROAD-SECTION C (8 trees)

	Approx DBH and Species	Approx Address	East Bound(EB)/West Bound (WB)	Canopy Area (1/4, 1/2, 3/4, or Full)	Approx # of Limbs	Additional Description
1	36" Tree	across from Pond Crossing Ct	WB	1/2	3	limbs ranging 6"-9"
2	36" Live Oak	at Thompson Heyward Dr	WB	Full	4	12" limb and other 4"-5" limbs
3	36" Live Oak	2865 Bohicket Rd	WB	1/2	1	5" limb
4	48" Live Oak	2869 Bohicket Rd	WB	Full	n/a	limbs ranging 4"-6"
5	36" Live Oak	2891 Bohicket Rd	WB	3/4	n/a	limbs ranging 4"-10"
6	36" Live Oak	2894 Bohicket Rd	EB	1/2	n/a	limbs ranging 4"-6"
7	36" Live Oak	2893 Bohicket Rd	WB	1/2	1	12" limb over road
8	36" Live Oak	2897 Bohicket Rd	WB	1/2	n/a	12" limb over road

BOHICKET ROAD-SECTION D (42 trees)

	Approx DBH and Species	Approx Address	East Bound(EB)/West Bound (WB)	Canopy Area (1/4, 1/2, 3/4, or Full)	Approx # of Limbs	Additional Description
1	24" Live Oak	3036 Bohicket Rd	EB	1/2	3	12" limb and other 4" limbs
2	30" Live Oak	across from 3050 Bohicket Rd	WB	1/2	1	10" limb over ditch
3	40" Live Oak	3050 Bohicket Rd	EB	1/2	2	limbs ranging 4"-10" over road
4	36" Live Oak	across from 3063 Bohicket Rd	EB	1/2	2	limbs ranging 9"-15" over ditch and road
5	18"+24" Live Oak	3063 Bohicket Rd	WB	1/2	n/a	5" limb and others
6	36" Live Oak	across from 3063 Bohicket Rd	EB	1/2	4	limbs ranging 6"-15"
7	24" Live Oak	across from 3063 Bohicket Rd	EB	1/2	3	limbs ranging 9"-13"
8	24" Live Oak	3063 Bohicket Rd	WB	1/2	3	limbs ranging 6"-12"
9	36" Live Oak	across from 3063 Bohicket Rd	EB	1/2	2	limbs over road

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10	36" Live Oak	across from 3088 Bohicket Rd	WB	1/2	1	12" limb
11	24" Live Oak	3108 Bohicket Rd	EB	1/2	1	15" limb over road
12	48" Live Oak	3124 Bohicket Rd	EB	1/2	4	limbs ranging 6"-15"
13	30" Live Oak	across from 3148 Bohicket Rd	WB	1/2	3	limbs ranging 6"-12"
14	48" Live Oak	3148 Bohicket Rd	EB	1/2	4	limbs ranging 6"-12"
15	24" Live Oak	across from 3152 Bohicket Rd	WB	1/2	3	limbs ranging 4"-6"
16	32" Live Oak	3166 Bohicket Rd	EB	1/2	3	limbs ranging 6"-10"
17	32" Live Oak	across from 3180 Bohicket Rd	WB	1/2	3	limbs ranging 4"-9"
18	24" Live Oak	across from 3180 Bohicket Rd	WB	1/2	4	limbs ranging 4"-9"
19	24" Live Oak	3180 Bohicket Rd	EB	1/2	4	limbs ranging 4"-15"
20	24"+24" Water Oak	3180 Bohicket Rd	EB	3/4	3	limbs ranging 6"-15"
21	48" Live Oak	across from 3184 Bohicket Rd	WB	1/2	3	limbs ranging 6"-15"
22	42" Live Oak	across from 3184 Bohicket Rd	WB	1/2	2	limbs ranging 6"-9"
23	42" Live Oak	across from 3184 Bohicket Rd	WB	1/2	3	limbs ranging 6"-9"
24	36" Live Oak	3212 Bohicket Rd	EB	Full	4	limbs ranging 4"-15" and limb over fence
25	42" Live Oak	3212 Bohicket Rd	EB	Full	3	limbs ranging 4"-9"
26	24" Live Oak	across from 3212 Bohicket Rd	WB	1/2	4	limbs ranging 4"-6"
27	36" Live Oak	3212 Bohicket Rd	EB	Full	4	limbs ranging 4"-9"
28	52" Live Oak	3212 Bohicket Rd	EB	1/2	6	limbs ranging 4"-12"
29	36" Live Oak	3234 Bohicket Rd	EB	1/2	4	limbs ranging 4"-6"
30	36" Live Oak	3234 Bohicket Rd	EB	1/2	2	6" limbs
31	24"+24"+24" Live Oak	3234 Bohicket Rd	EB	1/2	5	limbs ranging 4"-12"
32	24" Willow Oak	across from 3234 Bohicket Rd	WB	1/2	2	limbs ranging 6"-12"
33	36" Live Oak	across from 3234 Bohicket Rd	WB	1/2	1	9" limb
34	24" Live Oak	across from 3234 Bohicket Rd	WB	1/2	3	limbs ranging 4"-9"
35	62" Live Oak	across from 3234 Bohicket Rd	WB	1/2	3	limbs ranging 4"-9"
36	36" Willow Oak	across from 3282 Bohicket Rd	WB	1/2	1	18" limb
37	24" Live Oak	3282 Bohicket Rd	EB	1/2	3	limbs ranging 4"-12"
38	42" Live Oak	3282 Bohicket Rd	n/a	3/4	3	limbs ranging 4"-18"
39	60" Live Oak	3282 Bohicket Rd	EB	1/2	2	6" limbs
40	24" Live Oak	across from 3296 Bohicket Rd	WB	1/2	2	limbs ranging 4"-6"
41	18" Live Oak	3320 Bohicket Rd	EB	1/2	3	4" limbs
42	36" Oak	3320 Bohicket Rd	EB	1/2	4	limbs ranging 4"-18"

BOHICKET ROAD-SECTION E (25 trees)

	Approx DBH and Species	Approx Address	East Bound(EB)/West Bound (WB)	Canopy Area (1/4, 1/2, 3/4, or Full)	Approx # of Limbs	Additional Description
1	36" Live Oak	3412 Bohicket Rd	EB	1/2	5	limbs ranging 6"-12"
2	36" Live Oak	3424 Bohicket Rd	EB	1/2	3	limbs ranging 6"-9"
3	18"+24" Live Oak	across from 3424 Bohicket Rd	WB	1/2	1	9" limb
4	42" Live Oak	3436 Bohicket Rd	EB	Full	5	limbs ranging 6"-24"
5	54" Live Oak	3436 Bohicket Rd	EB	1/2	7	limbs ranging 4"-12"
6	42" Live Oak	across from 3448 Bohicket Rd	WB	1/2	3	limbs ranging 4"-6"
7	36" Live Oak	at Esau Jenkins Rd	WB	1/2	2	6" limbs

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8	42" Live Oak	3472 Bohicket Rd	EB	1/2	1	9" limb
9	54" Live Oak	3476 Bohicket Rd	EB	Full	2	limbs ranging 9"-12"
10	30" Live Oak	behind 3486 McGill Ct	WB	1/2	4	limbs ranging 4"-9"
11	48" Live Oak	behind 3490 McGill Ct	WB	1/2	2	limbs ranging 4"-9"
12	48" Live Oak	3493 Bohicket Rd	WB	1/2	2	6" limbs
13	42" Live Oak	3493 Bohicket Rd	WB	3/4	8	limbs ranging 4"-12"
14	30" Live Oak	across from 3519 Bohicket Rd	EB	1/2	4	4" limbs
15	42" Live Oak	3519 Bohicket Rd	WB	3/4	5	limbs ranging 4"-9"
16	36" Live Oak	3520 Bohicket Rd	EB	1/2	3	limbs ranging 4"-6"
17	36" Live Oak	3520 Bohicket Rd	EB	1/2	5	limbs ranging 4"-9"
18	30" Live Oak	3530 Bohicket Rd	EB	1/2	1	5" limb
19	18" Water Oak	3530 Bohicket Rd	EB	1/2	3	limbs ranging 6"-8"
20	32" Live Oak	3529 Bohicket Rd	WB	1/2	4	limbs ranging 4"-8"
21	42" Live Oak	3546 Bohicket Rd	EB	1/2	5	limbs ranging 6"-18"
22	36" Live Oak	3555 Bohicket Rd	WB	1/2	1	large hollow limb
23	36" Live Oak	3570 Bohicket Rd	EB	1/2	2	limbs ranging 4"-6"
24	24" Laurel Oak	3584 Bohicket Rd	EB	1/2	n/a	limbs ranging 5"-6"
25	30" Live Oak	3608 Bohicket Rd	WB	1/2	2	limbs ranging 4"-6"

RIVER ROAD

RIVER ROAD-SECTION A (2 trees)

	Approx DBH and Species	Approx Address	East Bound(EB)/West Bound (WB)	Canopy Area (1/4, 1/2, 3/4, or Full)	Approx # of Limbs	Additional Description
1	48" Live Oak	4472 River Rd	EB	1/2	2	limbs ranging 12"-24"
2	48" Live Oak	4472 River Rd	EB	n/a	n/a	n/a

RIVER ROAD-SECTION B (5 trees)

	Approx DBH and Species	Approx Address	East Bound(EB)/West Bound (WB)	Canopy Area (1/4, 1/2, 3/4, or Full)	Approx # of Limbs	Additional Description
1	56" Live Oak	4055 River Rd	WB	1/2	3	limbs ranging 6"-24"
2	36" Live Oak	3969 River Rd	WB	1/2	3	limbs ranging 6"-12"
3	32" Live Oak	3966 River Rd	EB	1/2	1	9" limb
4	36" Live Oak	3961 River Rd	WB	1/2	3	limbs ranging 4"-10"
5	48" Live Oak	3966 River Rd	EB	1/2	2	limbs ranging 6"-9"

RIVER ROAD-SECTION C (9 trees)

	Approx DBH and Species	Approx Address	East Bound(EB)/West Bound (WB)	Canopy Area (1/4, 1/2, 3/4, or Full)	Approx # of Limbs	Additional Description
1	36" Live Oak	3347 River Rd	WB	Full	4	limbs ranging 4"-6"
2	36" Live Oak	3326 River Rd	EB	3/4	6	limbs ranging 4"-6"
3	36" Live Oak	3323 River Rd	WB	1/2	4	limbs ranging 4"-6"
4	32" Live Oak	3313 River Rd	WB	1/2	1	12" limb
5	32" Live Oak	3313 River Rd	WB	1/2	4	limbs ranging 4"-6"
6	18" Live Oak	3297 River Rd	WB	1/2	1	8" limb
7	48" Live Oak	across from 3284 River Rd	WB	1/2	3	limbs ranging 6"-8"
8	36" Live Oak	across from 3284 River Rd	WB	1/2	5	limbs ranging 4"-10"

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9	42" Live Oak	3210 River Rd	EB	1/2	3	limbs ranging 4"-6"
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RIVER ROAD-SECTION D (17 trees)

	Approx DBH and Species	Approx Address	East Bound(EB)/West Bound (WB)	Canopy Area (1/4, 1/2, 3/4, or Full)	Approx # of Limbs	Additional Description
1	32" Live Oak	3152 River Rd	EB	1/2	3	limbs ranging 4"-10"
2	42" Live Oak	across from 3126 River Rd	WB	1/2	5	limbs ranging 4"-10"
3	42" Live Oak	across from 3126 River Rd	WB	1/2	3	limbs ranging 4"-6"
4	36" Live Oak	across from 3104 River Rd	WB	1/2	4	limbs ranging 4"-6"
5	24" Live Oak	across from 3092 River Rd	WB	1/2	4	4" limbs
6	32" Live Oak	across from 3086 River Rd	WB	1/2	4	limbs ranging 4"-6"
7	24" Live Oak	across from 3074 River Rd	WB	1/2	3	4" limbs
8	36" Live Oak	across from 3074 River Rd	WB	1/2	4	limbs ranging 4"-6"
9	24" Live Oak	3048 River Rd	EB	1/2	2	limbs ranging 6"-8"
10	42" Live Oak	across from 3046 River Rd	WB	1/2	2	limbs ranging 8"-10"
11	24" Live Oak	2988 River Rd	EB	1/2	1	12" limb
12	24" Live Oak	across from 2988 River Rd	WB	1/2	2	limbs ranging 6"-12"
13	18" Live Oak	2988 River Rd	EB	1/2	1	4" limb
14	72" Live Oak	at Fosters Glenn	EB	Full	n/a	24" dead leader and other 6" limbs
15	36" Live Oak	across from 2934 River Rd	WB	1/2	2	limbs ranging 4"-6"
16	30" Live Oak	across from 2924 River Rd	WB	1/2	2	limbs ranging 6"-12"
17	36" Live Oak	across from 2782	WB	1/2	4	limbs ranging 4"-8"

RIVER ROAD-SECTION E (5 trees)

	Approx DBH and Species	Approx Address	East Bound(EB)/West Bound (WB)	Canopy Area (1/4, 1/2, 3/4, or Full)	Approx # of Limbs	Additional Description
1	36" Live Oak	2244 River Rd	EB	1/2	2	limbs ranging 4"-10"
2	48" Live Oak	1974 River Rd	EB	1/2	4	limbs ranging 4"-8"
3	30" Live Oak	at Ardwick Rd	EB	1/2	2	limbs ranging 4"-12"
4	36" Live Oak	1925 River Rd	WB	1/2	2	4" limbs
5	24" Live Oak	1877 River Rd	WB	1/2	3	limbs ranging 4"-6"

ATTACHMENT C

SAMPLE CONTRACT

STATE OF SOUTH CAROLINA)
)
)
 CHARLESTON COUNTY)

CONTRACT
No. 4437
Hazard Tree Pruning Services

THIS CONTRACT ("Contract") entered into this ____ day of (Month) 2010, between the **CHARLESTON COUNTY**, South Carolina, a body politic and corporate under the laws of the State of South Carolina, (hereinafter "County") and **(NAME OF COMPANY/INDIVIDUAL)**, a (State Name) Sole Proprietorship/Partnership/Corporation (choose one), the address of which is Street, City, State, Zip (hereinafter "Contractor"), ("Party" as to each; collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the County wishes to contract for hazard tree pruning services ("Work" and/or "Services"); and

WHEREAS, Contractor has represented to the County that its staff is qualified to provide the Work and perform this Contract in a professional and timely manner; and

WHEREAS, the County has relied upon the above representations by Contractor; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

SECTION ONE
Contract Documents

The Parties agree that the Contract Documents shall include the following, which are incorporated herein by reference:

- Exhibit A: Invitation for Bids (IFB) No. 4437- 11L / Scope of Work
- Exhibit B: Contractor's Insurance Certificate(s) and Endorsement(s)
- Exhibit C: Drug-free Workplace Certification
- Exhibit D: Contractor's bid dated _____, 2010

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- a. As between the Contract and the Contract Documents or any other documents which make up this Contract, this Contract shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall diligently review all such documents and notify the County immediately upon discovery of same for resolution by the County.
- c. Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

In order to induce the County to execute this Contract and recognizing that the County is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the County:

The Contractor is fully qualified to act as the general contractor for the work and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the work;

The Contractor has become familiar with the work site and the local conditions under which the work is to be constructed and operated. "Work Site" means the site or sites where the Work is performed.

The Contractor has received, reviewed and examined all of the documents which make up this Contract, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

SECTION TWO

Scope of Work

Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Work required under this Contract in a professional, timely manner, in accord with all applicable laws, rules and regulations.

Scope of Work and Specifications:

Provide services as detailed in the attached Scope of Work and Contractor's bid marked Exhibits A and D and previously incorporated herein by reference.

Contractor shall commence Work as specified in the Notice to Proceed, but not before said notice is issued. Coordination of the Work and administration of this Contract shall be by the Charleston County Zoning/Planning Department.

SECTION THREE

Contract Price: Payment Terms

County agrees to pay for the performance of the Work described in this Contract, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated herein on the following basis:

Contract Price: Thousand Hundred Dollars and /100 (\$.) (Lump
Sum Total including Taxes)

Payments: Invoices shall reflect contract pricing. Final payment will be provided based on full completion and correctness of work performed, and will be contingent upon final inspection of work and approval by a SC Forestry Commission and Charleston County representative.

Contractor shall be paid one lump sum upon completion of the Work which shall be paid upon final payment by the County's authorized representative. "Final Payment" is defined as the last payment from the County to

the successful Bidder of the entire unpaid balance of the Contract sum as adjusted by any approved change orders. Application for payment shall be prepared and submitted in triplicate. All invoices shall be addressed to Joel Evans, Charleston County Zoning/Planning Department, 4045 Bridge View Drive North Charleston, SC 29405.

SECTION FOUR

Time: Term of Contract

The County hereby contracts with Contractor to provide the Work specified herein for a period of two (2) months beginning _____.

The Contractor shall commence the performance of this Contract on the dates set forth in the Notice to proceed, issued by the Contracts and procurement Director, and shall diligently continue its performance to and until Final Completion of tree pruning, which shall be sixty (60) days from the issuance of the respective Notice to Proceed.

Contractor expressly acknowledges that time is of the essence in completion of this Contract and that the time limits and dates herein are critical components of the Contract. Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the Work within these time limits, including time for likely delays caused by weather or from other sources. Contractor will not be compensated for any delays beyond the time set forth herein. Contractor's only remedy for delays may be an extension of time to perform the Work. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

SECTION FIVE

Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in Exhibit B, Insurance Certificate(s) and Endorsement(s), which is attached hereto and previously incorporated by reference. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any sub-contractors to carry the same coverages in the same amounts.

The County must be advised immediately of any changes in required coverages.

SECTION SIX

Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of this Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

By signing a bid, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold County harmless and indemnify same in the event of non-compliance.

SECTION SEVEN

Drug-free Workplace Act

Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all Contractors executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

SECTION EIGHT

Contractor's Warranties and Representations

Contractor represents that its staff is knowledgeable about and experienced in performing the Services required in this Contract and warrants that it will use best skill and attention to provide above described Services in a professional, timely manner.

Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their Services product, as though Contractor had performed the Services itself.

- A. If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Services covered by the bid and provided by the Contractor are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Contracts and Procurement Director, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Services. When required by this Contract or when called for by the Contracts and Procurement Director, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Services. When so directed, samples

shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval shall be at the risk of subsequent rejection.

- B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Services
- C. The Contracts and Procurement Director may, in writing, require the Contractor to remove from the Services Site any employee the Contracts and Procurement Director deems incompetent, careless or otherwise objectionable.
- D. In addition to any manufacturer's warranties, all labor and materials are warranted to be from defects for a period of twenty-four (24) months after the date of Final Payment by the County.

SECTION NINE **Retention of Records**

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

SECTION TEN **State and Local Taxes**

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if County receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of the Contract which is subject to the seven and one half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

SECTION ELEVEN
Independent Contractor

Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. Contractor shall not hold himself out as an employee of the County and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to Contractor for Services and expenses as herein provided. Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of Contractor or its employees, agents, or servants by reason of this Contract.

SECTION TWELVE
Other Contracts

The County reserves the right to undertake or award other contracts for additional Services, and may elect to complete portions of the Services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, County employees and carefully fit its own Services to such Services as may be directed by the County. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of Services by any other contractor or by County and or Department employees.

SECTION THIRTEEN
Permits and Licenses

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

SECTION FOURTEEN
Safety, Health, and Security Precautions

The Contractor shall take proper safety, health and security precautions to protect its workers and the County's property, workers and the public at all times during the term of this Contract. Emergency exits shall not be blocked and doors shall be secured by Contractor when Work is temporarily suspended and after each work day. All materials shall be stored securely, protected from theft or damage.

SECTION FIFTEEN
Inspection and Acceptance

All Work shall be subject to inspection and test by the County at all reasonable times and places. The Contractor shall, without charge, correct any workmanship found by the County not to conform to the Contract requirements.

SECTION SIXTEEN
Conditions Affecting the Work

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understandings or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

SECTION SEVENTEEN
Cleanup Work: Repair of Damages

During the performance of the Work, the Contractor shall continuously keep the Work Site and areas adjacent thereto in an orderly condition, free and clear from debris and discarded materials.

Contractor will restore or replace, when and as directed by the County, any public or private property damaged or destroyed by Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.

SECTION EIGHTEEN
Damages

It is critical that the Contractor recognize that time is of the essence in completing the Work. The Contractor agrees that, if the Work, or any part thereof, is not completed within the time agreed upon in a contract resulting from this IFB (or any extension thereof), the Contractor and its surety shall be liable to the County, in the amount of **Two Hundred Fifty Dollars (\$250.00)** per day for each and every calendar day Substantial Completion (as defined in the contract) is delayed beyond the Contract Time **sixty (60) calendar days after the effective date stated in the Notice to Proceed, as further defined in the Contract**). The County, or its assignee, shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Contractor, the amount of such liquidated damages; and if the amount so retained by the County, or its assignee, is not sufficient to pay in full such liquidated damages, the Contractor shall pay to the County, or its assignee, the amount necessary to effect payment in full of such liquidated damages. Thirty (30) calendar days are allotted for completion of punch list items following Substantial Completion.

SECTION NINETEEN
Suspension of Work

The Contracts and Procurement Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Services.

The Contracts and Procurement Director may order suspension of the Services in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Services.

When the Contracts and Procurement Director orders any suspension of the Services under the subparagraph above, the Contractor shall not be entitled to any payment for Services with respect to the period during which such Services is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY

Modification of Contract

The County's Contracts and Procurement Director has the unilateral right to modify this Contract when the modification is in the best interest of the County, provided however, the Contractor is given written notice of any such modification and the County is responsible for paying Contractor for any additional expenses incurred by Contractor which relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Contracts and Procurement Director and the County is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

SECTION TWENTY-ONE

Termination

A. For Convenience

The Contracts and Procurement Director, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

B. For Default

If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

C. Termination for Non-Appropriation of Funds

The Contracts and Procurement Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

D. Rights Cumulative

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-TWO
Indemnification

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or

occurring to any member of the public. When the County submits notice of claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

SECTION TWENTY-THREE

Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

SECTION TWENTY-FOUR

Labor: Subcontractors

No subcontracts shall be allowed without the prior written approval of the County. The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Contract.

Employment of labor by Contractor shall be effected under conditions which are satisfactory to County. Contractor shall remove or cause to have removed from the Work any employee or employees who are considered unsatisfactory by the County.

Contractor assumes the responsibility for assuring that its working forces are compatible with County employees and Contractor is responsible for making itself aware of those forces. Contractor will furnish a competent representative who is to be kept available to represent the Contractor for the purpose of receiving notices, orders and instruction.

SECTION TWENTY-FIVE

Assignment

The County may assign the Contract in whole or in part to another party by providing written notice to the Contractor of the assignment. The Contractor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Contractor shall not assign any money due or that may become due to it under said Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

SECTION TWENTY-SIX

Controlling Law

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina. The prevailing Party shall be entitled to recover attorney's fees and costs of the litigation.

SECTION TWENTY-SEVEN

Entire Contract

This Contract constitutes the entire understanding and Contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

SECTION TWENTY-EIGHT

Severance

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

SECTION TWENTY-NINE

Non-waiver

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract under their several seals the day and year first written above.

CONTRACTOR:

Name:

Title:

Attest:

1) _____

2) _____

CHARLESTON COUNTY:

Barrett J. Tolbert

Contracts and Procurement Director

Attest:

1) _____

2) _____

Charleston, SC

ATTACHMENT D

SAMPLE FORMS

INSURANCE REQUIREMENTS (Contracts Greater Than \$25,000)

Contractors working for the County are required to procure and maintain for the duration of their contract with the County insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, its agents, representatives, employees or subconsultants. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability and Automobile Liability Coverages

The Charleston County, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers. To accomplish this objective, the County shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the County, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County.

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the County.
- F. Each insured policy required by the County shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.
- G. All coverages for subconsultants shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. If the County elects to assign the attached contract to the Charleston Public Facilities Corporation, or the Charleston County Transportation Committee, as set for in the contract, then the Charleston Public Facilities Corporation or the Charleston County Transportation Committee shall be named an additional insured along with the County and shall be equally entitled to all coverages and benefits of the policies.
- J. Contractor shall furnish the County with Certificates of Insurance noting the Endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates and Endorsements are to be received and approved by the County, Procurement Department, before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

Charleston County Procurement Department, Suite B250
Attention: Chuck Wiggins
4045 Bridge View Drive
North Charleston, South Carolina 29405

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

THE CHARLESTON COUNTY, CHARLESTON, SOUTH CAROLINA
THE CHARLESTON PUBLIC FACILITIES CORPORATION (if applicable)
THE CHARLESTON COUNTY TRANSPORTATION COMMITTEE (if applicable)

(See Assignment Section in the attached Contract to determine whether Charleston Public Facilities Corporation or Charleston County Transportation Committee are applicable.)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

CHARLESTON COUNTY SAMPLE CERTIFICATE OF INSURANCE						
Producer ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345 Insured XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
			COMPANIES AFFORDING COVERAGE			
			Company A (Issuing Company)			
			Company B			
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☒ Comm. General Liability ☐ Claims Made ☒ Occur ☐ Owner's & Contract's Prot ☒ Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate	\$2,000,000
					Prod-Comp/Op Agg	\$1,000,000
					Pers. & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Fire Damage (One Fire)	\$50,000
					Med Exp. (Any one Person)	\$5,000
	AUTOMOBILE LIABILITY ☒ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$1,000,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY ☐ Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY ☐ Umbrella Form ☐ Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability The Proprietor/Partners/Executive Officers Are: ☐ Incl ☐ Excl	XXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	☐ Statutory Limits	
					Each Accident	\$100,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$100,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS (FORM B (ISO-2010 10/93)) IS INCLUDED, NAMING HOLDER AS ADDITIONAL INSURED. THIS INSURANCE IS PRIMARY, AND OUR OBLIGATIONS ARE NOT AFFECTED BY ANY OTHER INSURANCE CARRIED BY THE ADDITIONAL INSURED WHETHER PRIMARY, EXCESS, CONTINGENT, OR ON ANY OTHER BASIS.						
CERTIFICATE HOLDER				CANCELLATION		
CHARLESTON COUNTY ATTN: PROCUREMENT DEPARTMENT LONNIE HAMILTON, III PUBLIC SERVICES BUILDING 4045 BRIDGE VIEW DRIVE N. CHARLESTON, SC 29405				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative		
				AUTHORIZED REPRESENTATIVE		



**STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 5/7/04)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. ____ Hiring or Contracting with:
Name: _____
Address: _____

____ Receiving Rentals or Royalties From:
Name: _____
Address: _____

____ Beneficiary of Trusts and Estates:
Name: _____
Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check appropriate box):
☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue
Date of Registration: _____
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment, or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B)(6)(a)(i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____
Date

If Corporate Officer, state title: _____

(Name - Please Print)

Mail to: The company or individual you are contracting with.

**INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: www.sctax.org

Charleston County Drug-free Workplace Certification (Contractor/Vendor Other Than Individuals)

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Charleston County projects.

For purposes of this Certification, “Drug-free Workplace” is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/ Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement: and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;

- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Charleston County Contract Number:: 4437-11L

Project Name: Hazard Tree Pruning Services

Contractor/Vendor Name:_____

Address:_____

Authorized Representative Name/Title:_____

Signature:_____ **Date:**_____

Witness:_____

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

ATTACHMENT E

REQUIRED FORMS

BID FORM
Page One

BY SUBMITTING THIS BID, THE UNDERSIGNED BIDDER REPRESENTS:

1. That the Bidder has carefully examined the plans and specifications with the related documents and the site of the Project for which the Bidder is submitting a bid.
2. That the Bidder is familiar with all the conditions surrounding the performance of the Work required for this Project, including the availability of materials, equipment, supplies, and labor.
3. That, if the Bidder is awarded the Contract, the Bidder will provide all labor, material, supplies, and equipment and execute the Work in accordance with the Contract Documents.
4. That, if the Bidder is awarded the Contract, the Bidder will commence Work after the issuance of a "Notice to Proceed" as required in the resulting Contract.
5. That, if the Bidder is awarded the Contract, the Bidder agrees that if the Work or any part thereof is not completed within the Contract Time (including any extension thereof), the Bidder will be liable for Actual Damages in accordance with the Contract.
6. That, if the Bidder is awarded the Contract, the Bidder will provide insurance coverage as required in Attachment D, Sample Forms. The cost of the insurance is included in the bid.
7. That the Bidder understands that the County reserves the right to reject any bids which do not meet the requirements or all bids in the event that the Project is canceled or postponed.
8. That, if the Bidder is awarded the Contract, the successful Bidder will enter and execute the Contract as required.
9. That the Bidder will hold their bid open for a period of sixty (60) calendar days from the date that bids are due.
10. That the Bidder is legally able to enter into and perform a contract, if awarded.
11. That the Bidder is current on all taxes and fees owed to the County.

BID FORM
Page Two

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary for hazard tree pruning services **Charleston County** in accordance with the specifications and Contract Documents for this Invitation for Bids.

BID PRICES:

The "Bid Price" must include all costs for the Project that are associated with hazard tree pruning services as specified in this IFB. **Bid Prices must include any and all applicable taxes.**

LUMP SUM TOTAL: \$ _____

Respectfully submitted this ___ day of _____ 2010.

Company Name: _____

By: _____
Signature _____ Print Name _____

Title: _____ (e.g. Owner, Partner, Corporate Officer, etc.)

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Remittance Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ **Fax:** _____ **FEIN:** _____

Email Address: _____

Vendor is a/an:

☐ Sole Proprietorship ☐ Partnership ☐ LLC ☐ Corporation – list the state of incorporation _____

BID FORM
Page Three**REFERENCE:****At least three (3) references are required, however, you may provide as many as desired.**

1. COMPANY NAME: _____

Contact Name: _____

Title: _____

Address: _____

City: _____ State: _____

Telephone: _____

2. COMPANY NAME: _____

Contact Name: _____

Title: _____

Address: _____

City: _____ State: _____

Telephone: _____

3. COMPANY NAME: _____

Contact Name: _____

Title: _____

Address: _____

City: _____ State: _____

Telephone: _____

BID FORM
Page Four

ISA Certified Arborist Information

Name: _____

Address: _____

Phone: _____

Certification Number: _____

Name: _____

Address: _____

Phone: _____

Certification Number: _____

Name: _____

Address: _____

Phone: _____

Certification Number: _____

Name: _____

Address: _____

Phone: _____

Certification Number: _____

BID FORM
Page Five

CHARLESTON COUNTY TAXES:

Please note that the Procurement Department is required to verify that all taxes have been paid to the County. If you owe delinquent taxes, your bid may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Charleston County Delinquent Tax Office Department at (843) 958-4570.

Does your business have a valid Charleston County Business License? ☐ Yes ☐ No
If so, list the number _____. You must possess a valid Charleston County Business License for business undertaken in the unincorporated areas of the County. Contact the Charleston County Business License/User Fee Department at (843) 202-6080 with any questions.

CHARLESTON COUNTY DISADVANTAGED BUSINESS GOAL

Charleston County Council has established a goal of 20% for Disadvantaged Business Enterprise (DBE) participation. This goal is in addition to the Small Business Enterprise (SBE) Program requirements set forth herein.

BUSINESS OWNERSHIP CERTIFICATION

Are you a certified Charleston County Small Business Enterprise (SBE)? ☐ No ☐ Yes

(If yes, give SBE Certification No. _____)

Regarding the ownership of your company, mark all that apply:

☐ White Male	____%	☐ Hispanic/Latino Male	____%	☐ American Indian/Alaskan Native Male	____%
☐ White Female	____%	☐ Hispanic/Latino Female	____%	☐ American Indian/Alaskan Native Female	____%
☐ Black Male	____%	☐ Asian Male	____%	☐ Native Hawaiian/Pacific Islander Male	____%
☐ Black Female	____%	☐ Asian Female	____%	☐ Native Hawaiian/Pacific Islander Female	____%

Bidder: _____

IFB NO. 4437-11L

NOTE FOR IFBs: COMPLETE THIS FORM AND RETURN IT WITH YOUR RESPONSE. SUBSTITUTIONS FOR THIS FORM ARE NOT ACCEPTABLE.

SUBCONTRACTOR DATA FORM

Use this form to list all subcontractors to be used on this project.

Attach additional copies of this form if needed. Substitutions for this form are not acceptable.

Prime Contractor: _____ City & State _____ Phone: __ (____) _____

Form Prepared by: _____ Title: _____ Date: _____ Total Bid Amount \$ _____

Sub's Name, Address, Phone and Principal	Short Description of Goods or Services to be Provided by Subcontractor	Subcontractor's Required License Number(s) (*See note below)	Indicate if Multiple Ownership is <i>Less Than 51%</i> for any Controlling Interest	Indicate if Ownership is <i>at Least 51%</i>	Indicate if Ownership is <i>at Least 51%</i>	Dollar Amount of Subcontract	Subcontract Percentage of Total Bid Amount
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		

*List all licenses required for the subcontractor to conduct business in the state of South Carolina.

Compliance with Illegal Immigration Act

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors or sub-subcontractors; or (b) that the Bidder/Offeror and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Charleston County Contract Number: **4437**

Project Name: **Hazard Tree Pruning Services**

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

Non-Collusion Oath

COUNTY OF:

STATE OF:

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2010

Authorized Signature for Bidder

Please print Bidder's name and address:

NOTARY PUBLIC FOR THE

STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

(Note: Notary seal required for Out of State Bidder)



Equal Employment Opportunity Certification

(For Contractors/Vendors Other Than Individuals)

Charleston County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor/Vendor hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Charleston County Contract Number: **4437**

Project Name: **Hazard Tree Pruning Services**

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____