

**City of Isle of Palms, South Carolina**  
**Request for Bids (RFB) 2019-07**  
**Diesel Generator and Transfer Switch for Public Works Workshop**

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is seeking bids for a Diesel Generator and Transfer Switch.

The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all bids and to waive irregularities.

**I. Description**

The City of Isle of Palms is seeking to bids from qualified firms to configure, furnish, install and support one (1) 60-kilowatt Diesel Generator and one (1) Automatic Transfer Switch for the Public Works Workshop, located at 1303 Palm Boulevard, in accordance to the specifications included below. This project will also include electrical, wiring, testing, installation and any other equipment necessary for a fully functioning system. As part of this project, the City will require generator start-up, testing & commissioning services, delivery, and electrical installation.

The project also includes the construction of a new elevated cement pad to accommodate the generator on site. The size of the new cement pad will be determined by the size of the new generator. The location of the cement pad will be in the same area as the existing pad and will require the demolition and removal of the existing pad. The generator currently on site is to be removed and disposed of by the chosen contractor. Bids shall include all work to complete the Project as required under the Specifications, on a "turn-key" basis, such that nothing further is required of the City to operate the system for its intended purpose.

The Public Works Workshop is an approximately 4,000 square foot facility that was originally built in 1991 and recently remodeled in 2019. The building houses approximately 11 staff and computer workstations, one bathroom, a kitchen station and three bays.

**II. Product Scope and Specifications**

**A. Diesel Generator**

- Caterpillar, Cummins, Kohler, John Deere, Detroit Diesel or other similar brands, if approved prior to bidding
- U.S. EPA, Stationary Emergency Application
- 60 kilowatts
- 60HZ
- Duty Rating-Standby Power
- Listing-UL 2200
- NFPA 110 Type 10 Level 1 Capable
- Emissions Certification, EPA, Tier 3, NSPS CI Stationary Emergency
- Enclosure-Aluminum, Weather Protective, w/ Exhaust System
- Enclosure - Wind Load 180MPH, ASCE7-10

- Voltage-120/208,3 Phase, Wye, 4 Wire
- Gauge-Oil Pressure
- Meters-AC Output, Analog
- Stop Switch-Emergency
- Circuit Breaker, 225A, 3P, 600VAC, 80%, UL
- Fuel Tank-Basic, 2 Wall, Sub Base, 24Hr or 100 Gallons Minimum, whichever is more
- Separator-Fuel/Water
- Mechanical Fuel Gauge
- Battery Charging Alternator-Normal Output
- Warning-Low Coolant Level
- Engine Air Cleaner-Normal Duty
- Generator Warranty- Base (2 Year / 1000 Hours)

### **B. Automatic Transfer Switch**

- Open transition
- Electronic control
- 225Amp
- Poles-3
- Frequency-60 hertz
- System-3 phase, 3 wire Or 4 wire
- Voltage-208 Vac
- Battery charger-15 ampere, 12 volt, 50/60 hertz
- Generator starting battery-12VDC
- Clock-Exercise, external
- Transfer switch warranty - 1 year comprehensive

### **C. Concrete Pad**

- Elevated to the same height as the existing generator
- In the same general location as the existing generator, but shifted four feet farther away from the fence adjacent to the Isle of Palms Connector
- Constructed of CMU and compacted fill as shown on the attached plan

### **D. Generator Start-Up, Testing, & Commissioning**

- One-hour building load test
- One-hour O&M training
- Start-up & alarm verification with a factory trained technician

### **E. Delivery**

Freight on board at factory with freight allowed to jobsite.

### **F. Electrical Installation Scope**

The generator installation must include and address the following:

- Permits and contractor badging costs for electrical and generator supply work only.
- Installer will organize and perform demolition.

- Remove fuel from the existing tank generator to refill the new tank.
- Offloading of all equipment and place on the existing elevated concrete pad.
- The size of the existing pad may need to be increased to accommodate the new generator footprint. Bidder must also include increasing the size of the pad to accommodate the new generator.
- Bidder must include any required use of a crane to remove existing generator and reinstall the new generator.
- Removal and disposal of the generator being replaced.
- Installation of the new 60kw Diesel generator.
- Reconnection of the new generator to the new, bidder provided, automatic transfer switch that will be indoors.
- Connecting new generator with the existing generator cables with possible extensions.
- Attend and assist in start-up and commissioning.

This project is to be performed during normal hours and weekdays, with acknowledgement that outages and critical items may need to be performed after hours or on weekends.

**G. Demolition**

- The existing generator, pad, transfer switch, and any other equipment associated with the existing system must be removed and properly disposed of by the contractor.
- Any areas disturbed by demolition or other work must be returned to a finished condition.

**III. Project Timeline**

Bids Due.....	11:00 a.m., Friday, January 3, 2020
Recommendation by Public Works Committee .....	8:00 a.m., Thursday, January 16, 2020
Ways and Means Approval .....	5:00 p.m., Tuesday, January 21, 2020
City Council Approval .....	6:00 p.m., Tuesday, January 28, 2020
Contract Execution and Notice to Proceed By.....	6:00 p.m., Friday, January 31, 2020
Project Completion By.....	Wednesday, April 1, 2020

**IV. Bid Process and Requirements**

Bids should be submitted to the following:

Desirée Fragoso  
 City Administrator  
 City of Isle of Palms

1207 Palm Boulevard  
Post Office Box 508  
Isle of Palms, South Carolina 29451

Bidders are encouraged to conduct a site visit to the Public Works Workshop prior to submitting a bid. Interested bidders may contact Ronald Hanna, Assistant City Administrator, at [rhanna@iop.net](mailto:rhanna@iop.net) to coordinate the site visit.

**Deadline for Submission:** The deadline for submission is Friday, January 3, 2020 at 11:00AM. Bids must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope. Sealed envelopes must be clearly marked "RFB 2019-07 / RFB DIESEL GENERATOR AND TRANSFER SWITCH" and include one (1) hard copy and one electronic copy in PDF format. It will be the responsibility of the bidders to verify and confirm receipt by the City.

Bids may be delivered by hand or by mail, but no bid shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

If an addendum is issued, bidders must acknowledge receipt of the addendum with their bids.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all bids. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

By signing its bid, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Bidder and its subcontractors or sub-subcontractors; or (b) that Bidder 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 agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

GENERATOR REPLACEMENT AT PUUBLIC WORKS  
ISLE OF PALMS, SC

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**BID FORM**

GENERATOR REPLACEMENT AT CITY HALL  
ISLE OF PALMS, SC

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Telephone Number: \_\_\_\_\_

By (Printed Name and Title): \_\_\_\_\_

Signature: \_\_\_\_\_

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

The Bidder, having familiarized ourselves with existing conditions on the project area affecting the cost of the Work and with the Contract Documents (which includes Specifications and Drawings), hereby propose to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and service, including utility and transportation services, required to construct and complete the Scope of Work all in accordance with the above listed documents.

The Bidder proposes to perform the Work for the following costs as listed in the Form of Bid, which includes unit prices for possible changes to quantities of certain work items.

**BASE BID:**

ITEM NO.	WORK ITEM DESCRIPTION	BID PRICE (LUMP SUM)
1	Mobilization/demobilization	
2	Demolition and disposal	
3	Site preparation and new foundation	
4	New generator and installation	
5	New transfer switch and installation	
	<b>TOTAL BASE BID</b>	

**GENERAL**

- ALL NECESSARY ITEMS TO PROVIDE THE REQUIRED DISTRIBUTION OF UTILITIES THROUGHOUT THE STRUCTURE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS INCLUDES ALL NON-STRUCTURAL ITEMS, HANGERS, OR CLIPS.
- THE EXISTENCE OF UTILITIES MAY NOT BE SHOWN ON THE STRUCTURAL DRAWINGS.
- REFER TO THE DRAWINGS OF OTHER DISCIPLINES FOR THE SIZES AND LOCATIONS OF ALL UTILITIES, AND THE STANDARD STRUCTURAL DETAILS AND NOTES FOR ANY ADDITIONAL REINFORCEMENT (AS REQUIRED).
- THE STRUCTURAL INTEGRITY OF THIS DESIGN IS BASED UPON THE COMPLETED CONDITION OF CONSTRUCTION. TEMPORARY BRACING, SHORING OR SUPPORTING OF THE STRUCTURE OR PARTS WHICH ARE REQUIRED TO MAINTAIN STABILITY PRIOR TO COMPLETION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL NOTE AND VERIFY THE LOCATION AND REQUIREMENTS OF ANY EMBEDS, RECESSES, PITS, OR OPENINGS REQUIRED BY OTHER TRADES / VENDORS FROM THEIR RESPECTIVE DRAWINGS. REQUIREMENTS OF THESE TRADE / VENDOR DRAWINGS FOR COMPLETE INSTALLATION MAY NOT BE NOTED ON THE STRUCTURAL DRAWINGS, BUT SHALL BE INCLUDED IN THE WORK.
- ANY FLOOR DEPRESSION DIMENSIONS AND LOCATIONS WHICH ARE REQUIRED FOR THIS PROJECT SHALL BE COORDINATED BY THE CONTRACTOR WITH THE ARCHITECTURAL DRAWINGS.
- ALL ELEVATIONS ARE REFERENCED FROM FIRST FLOOR FINISHED ELEVATION OR AS INDICATED ON THE DRAWINGS. FIRST FLOOR ELEVATION SHALL BE NOTED AS 0'-0" DATUM.
- DURING CONSTRUCTION, PROTECTION OF ANY EXISTING OR ADJACENT STRUCTURES DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL SHOP DRAWINGS SHALL BE REVIEWED AND ACCEPTED BY THE CONTRACTOR PRIOR TO SUBMISSION TO THE ENGINEER. ANY DISCREPANCIES, INTERFERENCE, OR CONFLICTS BETWEEN THE STRUCTURAL DRAWINGS AND THOSE OF OTHER DISCIPLINES SHALL BE REPORTED TO THE ENGINEER PRIOR TO THE SUBMISSION OF SHOP DRAWINGS. THE STRUCTURAL DESIGN DRAWINGS (OR REPRODUCTIONS THEREOF) SHALL NOT BE USED FOR ERECTION OR FABRICATION DRAWINGS.
- ALL REFERENCES TO CODES, STANDARDS, OR SPECIFICATIONS ARE TO BE THE LATEST ISSUED EDITIONS AT THE TIME OF THE PERMITTING.
- ALL REQUIRED SHOP DRAWINGS SHALL BE PROVIDED TO THE CONTRACTOR FOR APPROVAL PRIOR TO FABRICATION AND ERECTION.
- ALL ANCHOR BOLTS SHALL BE SET WITH TEMPLATES IN ACCORDANCE WITH BUILDING MANUFACTURER'S REQUIREMENTS AND PLACEMENT DRAWINGS.
- ALL WORK SHALL BE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODE, LATEST EDITION.
- CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS AT THE PROJECT SITE PRIOR TO STARTING WORK AND SHALL NOTIFY THE PRIME CONSULTANT IMMEDIATELY OF ANY DISCREPANCIES. THE CONTRACTOR SHALL NOTIFY THE PRIME CONSULTANT OF ANY SITE CONDITIONS THAT ARE NOT CONSISTENT WITH THE DESIGN DOCUMENTS.
- REFER TO ARCHITECTURAL DRAWINGS FOR ALL WALL AND DOOR OPENINGS. LOCATIONS OF PARTITION WALLS, AND CRITICAL ARCHITECTURAL FEATURES.
- REFER TO ELECTRICAL AND MECHANICAL DRAWINGS FOR SIZE AND LOCATION OF ALL OPENINGS FOR DUCTS, PIPING CONDUITS, ETC. NOT SHOWN.
- ONCE THE PROJECT IS COMPLETED, THE OWNER SHALL BE RESPONSIBLE FOR ADEQUATE STRUCTURAL MAINTENANCE AND SHALL BE NOTIFIED, IN WRITING, BY THE CONTRACTOR.
- NO INSPECTION OF ACTIVE OR COMPLETED CONSTRUCTION IS TO BE PROVIDED BY ENGINEER OF RECORD, UNLESS SPECIFICALLY AUTHORIZED BY SEPARATE CONTRACT FROM THE OWNER OR CLIENT.

**STRUCTURAL CONCRETE REINFORCEMENT NOTES**

- ALL REINFORCEMENT BENDS TO BE IN ACCORDANCE WITH ACI 318, SECTION 7.2
- ALL REINFORCEMENT TO BE COLD BENT, UNLESS AUTHORIZED BY THE ENGINEER OF RECORD.
- ALL REINFORCEMENT SHALL BE FREE FROM MUD, OIL, OR OTHER NONMETALLIC COATINGS THAT DECREASE BOND, WITH THE EXCEPTION OF EPOXY COATED REINFORCEMENT OR CONSTRUCTION DOWELS AS INDICATED ON STRUCTURAL DRAWINGS.
- EXCEPT FOR PRESTRESSING TENDONS, STEEL REINFORCEMENT WITH RUST, MILL SCALE, OR A COMBINATION OF BOTH SHALL BE CONSIDERED SATISFACTORY, PROVIDED THE MINIMUM DIMENSIONS (INCLUDING HEIGHT OF DEFORMATIONS) AND WEIGHT OF A HAND-WIRE-BRUSHED TEST SPECIMEN COMPLY WITH APPLICABLE ASTM SPECIFICATIONS AS REFERENCED BY ACI 318, SECTION 3.5
- ALL REINFORCEMENT AND DUCTS SHALL BE ACCURATELY PLACED AND ADEQUATELY SUPPORTED BEFORE CONCRETE IS PLACED, AND SHALL BE SECURED AGAINST DISPLACEMENT WITHIN TOLERANCES PERMITTED IN ACI 318, SECTION 7.5
- WELDING OF CROSSING BARS SHALL NOT BE PERMITTED FOR ASSEMBLY UNLESS AUTHORIZED BY THE ENGINEER OF RECORD.
- ALL REINFORCEMENT COVER TO BE IN ACCORDANCE WITH ACI 318, SECTION 7.7, TO INCLUDE REINFORCEMENT NOT INDICATED IN STRUCTURAL DRAWINGS.
- ALL DETAILING, FABRICATION, AND PLACEMENT OF REINFORCING STEEL SHALL COMPLY WITH THE REQUIREMENTS OF ACI-SP-66
- IF NO SPLICE LENGTH DIMENSION IS PROVIDED, THE SPLICE LENGTH SHALL BE CLASS "B" LENGTH AS PER ACI 318, SECTION 12.15
- DEVELOPMENT LENGTHS SHALL BE IN ACCORDANCE WITH ACI 318, SECTION 12.3 FOR COMPRESSION STEEL AND SECTION 12.5 FOR STANDARD HOOKS IN TENSION.
- PROVIDE (2) #5 BARS, EACH WAY AT RE-ENTRANT CORNERS.
- ALL REINFORCING BARS TO BE GRADE 60 DEFORMED BARS COMPLYING WITH ASTM A615
- ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185

**STRUCTURAL CONCRETE**

- ALL CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI IN 28 DAYS OR 4000 PSI FOR SWIMMING POOLS
- AIR ENTRAINMENT SHALL BE 2% BY VOLUME FOR INTERIOR EXPOSURE & 4-6% AIR ENTRAINMENT FOR EXTERIOR EXPOSURE SUCH AS SIDEWALKS AND DRIVEWAYS.
- ALL EXTERNALLY EXPOSED CORNERS OF CONCRETE SHALL BE BEVELED WITH A 3/4" X 45 DEGREE SURFACE, UNLESS INDICATED DIFFERENTLY ON DRAWINGS
- ALL CONCRETE FLATWORK SHALL CONFORM TO THE FOLLOWING TOLERANCES AS INDICATED BY ASTM E1155:
  - > OVERALL FLATNESS: F<sub>1</sub>-20
  - > MINIMUM LOCAL FLATNESS: F<sub>1</sub>-15
  - > OVERALL LEVELNESS: F<sub>1</sub>-15
  - > MINIMUM LOCAL LEVELNESS: F<sub>1</sub>-10
- WIRE BRUSH AND LIGHTLY OIL ANCHOR BOLTS AFTER CONCRETE PLACEMENT
- CONSTRUCTION JOINTS WHEN REQUIRED SHALL BE LOCATED AT MIDSPANS OF SLABS OR BEAM.
- WET (NOT FLOOD) FORMS, REINFORCEMENT, AND FOOTING AND GRADE BEAM EXCAVATIONS IMMEDIATELY BEFORE PLACING CONCRETE. REMOVE ALL DELETERIOUS MATERIAL (SAWDUST, WOOD CHIPS, BOTTLES, ETC.) FROM EXCAVATION PRIOR TO CONCRETE PLACEMENT.
- CONCRETE SLABS SHALL BE MACHINE TROWELED FINISHED AND RECEIVE A COAT OF SEALER/HARDENER LIQUID MEMBRANE CURING COMPOUND TO BE APPLIED IMMEDIATELY AFTER SLAB IS FINISHED. APPLY PRODUCTS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
- PROTECT FRESHLY PLACED CONCRETE IN ACCORDANCE WITH ACI 318, SECTIONS 5.11, 5.12, & 5.13, "CURING, COLD WEATHER REQUIREMENTS, AND HOT WEATHER REQUIREMENTS". CONCRETE SHALL BE MAINTAINED ABOVE 50° FAHRENHEIT FOR AT LEAST THE FIRST 7 DAYS AFTER PLACEMENT.
- ALL CONCRETE SHALL BE PLACED IN STRICT ACCORDANCE WITH ACI 318, SECTION 5.10

**FILL & EXCAVATION**

- ALL FILL MATERIAL SHALL BE SELECT MATERIAL CAPABLE OF ATTAINING 95% OF ITS MAXIMUM DRY DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST.
- BACKFILL MATERIAL SHALL BE FREE OF ORGANIC MATERIAL, CONSTRUCTION MATERIAL, COBBLE, BouldERS, BOTTLES, CANS, OR OTHER DELETERIOUS MATERIAL THAT AFFECTS THE COMPATIBILITY OF THE MATERIAL. BACKFILL SHALL BE PLACED IN LIFTS AND COMPACTED IN A MANNER THAT DOES NOT DAMAGE THE FOUNDATION, WATERPROOFING, OR DAMPPROOFING MATERIAL.
- THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING TO PROVIDE FOR POSITIVE DRAINAGE.
- FILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 6" AND SHALL BE COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY.
- CONTRACTOR SHALL TAKE MEASURES AS TO PREVENT CAVE-IN OF FOOTING EXCAVATIONS AS MAY BE REQUIRED.
- PRIOR TO PLACEMENT OF ANY CONCRETE, THE THIN LAYER OF DISTURBED SOIL IN THE FOOTING SUBGRADE SHALL BE COMPACTED WITH HAND-OPERATED, GAS-POWERED TAMPERS.

**FOUNDATIONS & FOOTINGS**

- FOOTINGS & FOUNDATIONS SHALL BE BUILT ON UNDISTURBED SOIL OR COMPACTED FILL MATERIAL.
- TOP SURFACE OF FOOTINGS SHALL BE LEVEL. BOTTOM SURFACE OF FOOTINGS ARE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 1:10 SLOPE. STEPPED FOOTINGS ARE ACCEPTABLE.
- MINIMUM DEPTH OF FOOTINGS SHALL BE 12" BELOW EXISTING GROUND SURFACE IN ACCORDANCE WITH IBC, LATEST EDITION, SECTION 1805.2.

**STEEL BOLTS**

- ALL BOLTS SHALL BE ASTM A325, EXCEPT ANCHOR BOLTS MAY BE ASTM A-307 OR ASTM A-36
- ALL GROUT TO BE USED UNDER BEARING DEVICES, BASE PLATES, EQUIPMENT BASES, ETC., IS TO BE NON-METALLIC, NON-SHRINK, PRE-MIXED GROUT, AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM C827
- BOLT HOLES SHALL NOT BE CUT OR ENLARGED BY FLAME CUTTING IN THE FIELD.
- NO CONNECTION DESIGN SHALL BE PERFORMED BY ENGINEER OF RECORD UNLESS UNDER SEPARATE CONTRACT

**STRUCTURAL MASONRY**

- ALL MASONRY MORTAR SHALL BE TYPE "S".
- STRUCTURAL MASONRY HAS BEEN BASED UPON SPECIFIED ULTIMATE AXIAL COMPRESSIVE STRESS (f<sub>m</sub>) OF THE COMPOSITE MATERIAL OF AT LEAST 2000 PSI. NO VALUE LOWER THAN THIS IS ACCEPTABLE.
- 3/16" JOINT REINFORCEMENT SHALL BE PLACED IN EVERY OTHER COURSE BED, UNLESS INDICATED DIFFERENTLY ON THE DRAWINGS.
- WHERE INDICATED ON THE DRAWINGS, HOLLOW CONCRETE MASONRY UNITS ARE TO BE FILLED WITH GROUT WITH A COMPRESSIVE STRESS VALUE OF AT LEAST 2000 PSI AT 28 DAYS. TO BE COARSE TYPES (PEA GRAVEL CONCRETE) AND TO HAVE A 7 TO 8 INCH SLUMP.
- WHERE WALLS ARE TO BE FILLED, THE CONTRACTOR SHALL PROVIDE CLEANOUTS ALONG THE BASE OF THE WALL TO ENSURE THAT CELLS ARE COMPLETELY FILLED.
- ALL MASONRY SHALL BE PROVIDED WITH FULL WYTHE MORTAR SETTING BED ON TOP OF SUPPORTING FOUNDATION.
- JOINT REINFORCING SHALL BE 3/16" STANDARD LADDER TYPE, GALVANIZED, FABRICATED OF STEEL COMPLYING WITH ASTM A32
- TYPE I MOISTURE CONTROLLED CONCRETE MASONRY (ASTM C90) UNITS SHALL BE USED
- IF NO SPLICE LENGTH DIMENSION IS PROVIDED, THE SPLICE LENGTH SHALL BE CLASS "B" LENGTH AS PER ACI 318, SECTION 12.15
- DEVELOPMENT LENGTHS SHALL BE IN ACCORDANCE WITH ACI 318, SECTION 12.3 FOR COMPRESSION STEEL AND SECTION 12.5 FOR STANDARD HOOKS IN TENSION.

**DESIGN DATA**

- ASSUMED LOAD : 5000 LB GENERATOR WEIGHT (EQUIPMENT + FUEL)

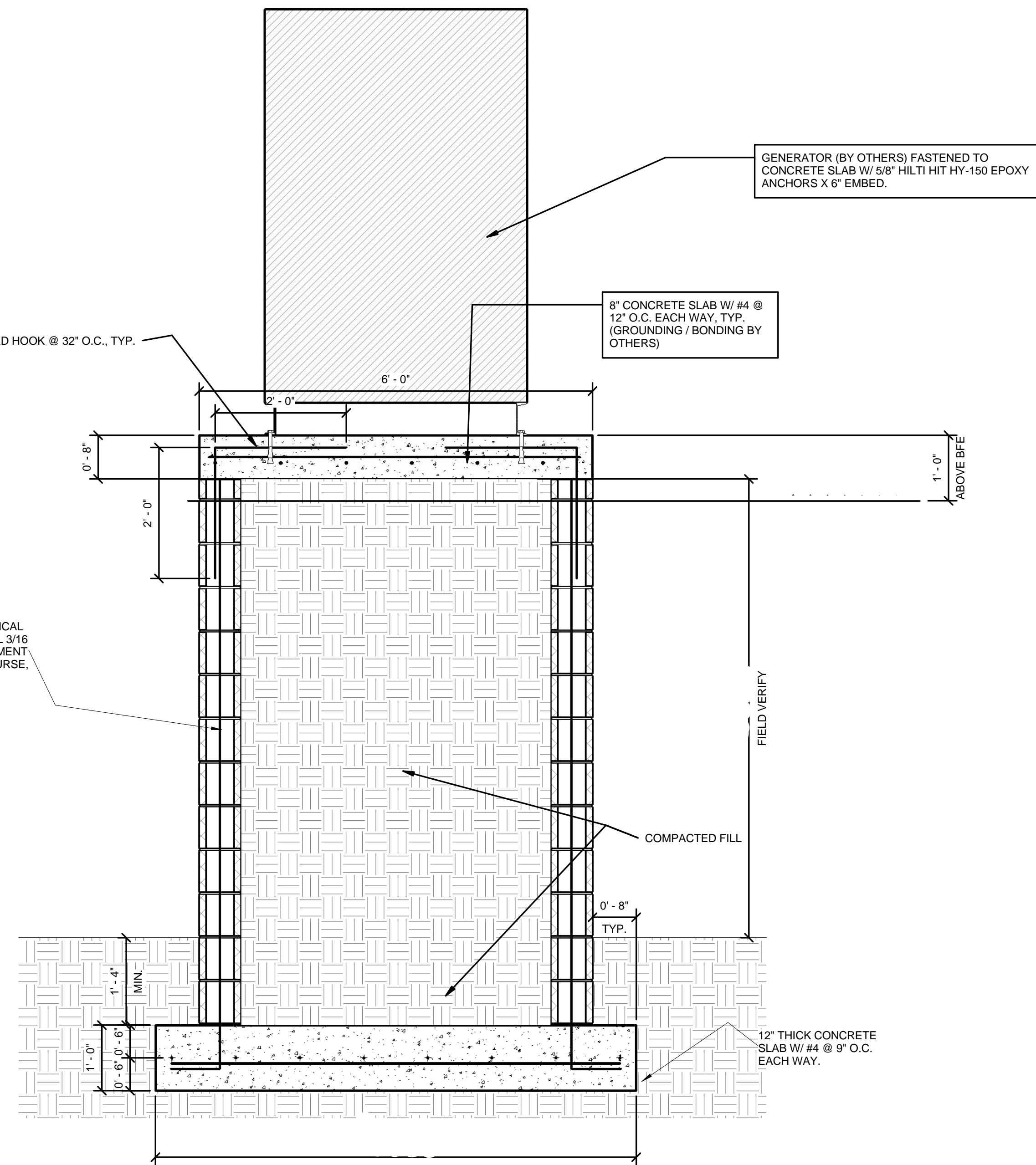
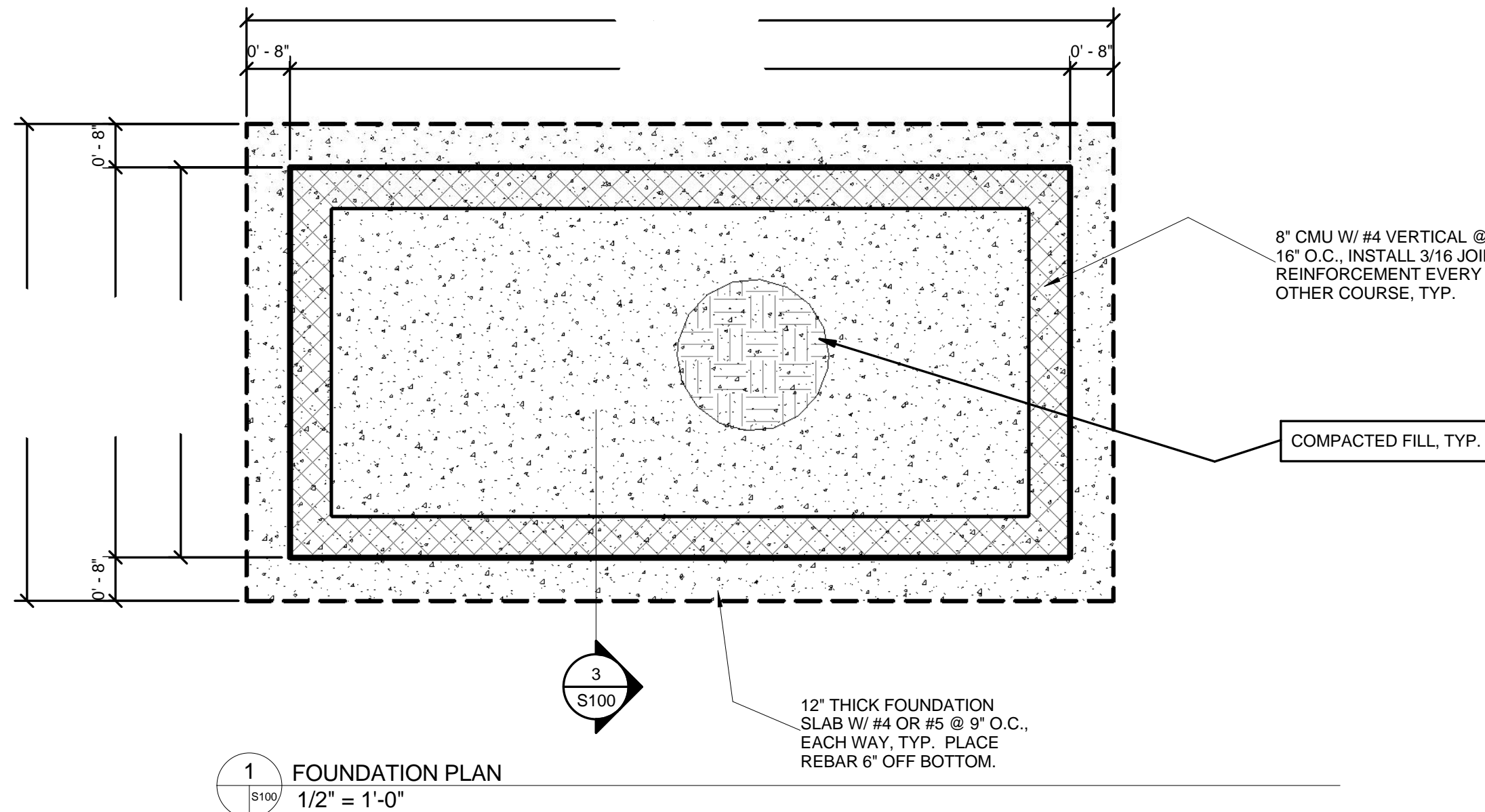
**WIND LOADS:**

- > BASIC WIND SPEED (3 SECOND GUST): 150 MPH (NOMINAL)
- > IMPORTANCE FACTOR: 1.0
- > RISK CATEGORY: II
- > WIND EXPOSURE: B
- > INTERNAL PRESSURE COEFFICIENT: ASCE 7-10 (OPEN, ±0.00)
- > COMPONENTS AND CLADDING PRESSURE: ASCE 7-10

**EARTHQUAKE DESIGN DATA:**

- > SEISMIC USE GROUP: II
- > S<sub>ds</sub>: 1.50
- > S<sub>1</sub>: 0.47
- > SITE CLASS: D (ASSUMED)
- > SEISMIC DESIGN CATEGORY: D (IBC) / D2 (IRC)
- > ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE
- > LATERAL FORCE RESISTING SYSTEM: MASONRY SHEARWALLS
- > DESIGN CODE: INTERNATIONAL BUILDING CODE 2012
- > ALLOWABLE BEARING PRESSURE: 2000 PSF (ASSUMED)

UNLESS MANDATED BY LOCAL BUILDING OFFICIAL, SPECIAL INSPECTION IS NOT REQUIRED FOR THIS PROJECT.



3 Section 50  
3/4" = 1'-0"

A GENERATOR STAND FOR ISLE OF PALMS, SC

**S100**

Scale: AS NOTED

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF CHARLESTON    )    AGREEMENT FOR INSTALLATION  
  )    AND SUPPORT DIESEL GENERATOR  
  )    AND AUTOMATIC TRANSFER SWITCH  
  )    FOR PUBLIC WORKS WORKSHOP

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Isle of Palms, S.C. (“City”) and \_\_\_\_\_ (“Contractor”).

WHEREAS, City desires to engage the services of Contractor to configure, furnish, install and support one (1) Diesel Generator and one (1) Automatic Transfer Switch for the Public Works Workshop, located at 1303 Palm Boulevard (the “Project”); and

WHEREAS, Contractor agrees to perform the services pursuant to the terms and conditions hereinafter set forth.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1.     Scope of Work

A. Contractor agrees to provide all labor, equipment, materials, supplies, and incidentals which are required to perform all services for the Project pursuant to the Product Scope and Specifications described in the bid document and the proposal submitted by Contractor to City dated \_\_\_\_\_, 2019 (the “Proposal”), a copy of which is attached hereto as “Exhibit I” and made a part of this Agreement by reference thereto. In the event of a conflict between any provision contained in the Bid and any provision contained in this Agreement, the terms of this Agreement shall control.

B. In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the



same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Contractor pursuant to this Agreement.

2. Contract Price. For all services to be performed by Contractor on the Project, City agrees to pay to Contractor upon completion Work detailed in Exhibit I, which includes labor fees and anticipated expenses.

3. Time of Performance. Contractor understands the time sensitivity of the Project and agrees to complete the services on the Project in a timely manner. Provided, however, that if performance by the Contractor is delayed for reasons or causes beyond the control of Contractor (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, and casualty losses) the Project completion date shall be extended accordingly.

4. Change Orders. The City has the right to require alterations or changes (“Change Orders”) to the Project and in such case Contractor agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Contractor in writing prior to the commencement of the Change Order.

5. Permits, Fees and Licenses. Contractor agrees to apply for, obtain and pay for all governmental permits, fees and licenses necessary for the Contractor’s performance and completion of the services under the Project (including, but not limited to, a City business

license). This does not include Permit fees required for permitting.

6. Indemnification and Insurance.

A. Contractor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) caused by Contractor's performance of the services under this Agreement. In the event of any such claims made or suits filed, City agrees to give Contractor written notice thereof, and Contractor shall have the right to defend or settle the same to the extent of its interests hereunder.

B. Contractor shall procure, and maintain in effect during the term of this Agreement, insurance coverage in amounts and on terms not less than set forth below:

- 1) General Liability: Comprehensive general liability insurance coverage on the services under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage;
- 2) Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000.00 each occurrence;
- 3) Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Contractor in the amount of \$1,000,000.00 per claim and in the aggregate; and
- 4) Workers' Compensation: Contractor agrees to maintain workers' compensation coverage on its employees as required by the State of South

Carolina workers' compensation laws.

All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Contractor. Each policy shall contain a requirement that, in the event of change or cancellation, 30 days' prior written notice must be given to City.

C. Contractor agrees that any subcontracts for this Project shall be approved in advance in writing by City; shall provide that City is an intended third-party beneficiary of the subcontract; shall require that all subcontractor work be performed in accordance with the requirements of this Agreement, including all indemnification and insurance requirements set forth in this Section 6; and shall provide that City is named as an additional insured on all such insurance policies. Proof of subcontractor's insurance shall be provided to City prior to commencement of any work by subcontractor.

7. Breach. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.

8. Site Investigation. Contractor acknowledges that Contractor has inspected the Service areas and has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement.

9. Notices. All notices, consents, and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Desirée Fragoso, City Administrator

Address: PO Box 508, Isle of Palms, SC 29451

(Contractor):

Representative:

Address:

10. Mediation. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical

order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

11. Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the parties and supersedes and nullifies all prior or contemporaneous agreements or representations by either party which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended only by a written agreement signed by each party.

12. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

13. Governing Law; Severability. This Agreement is governed by and shall be Construed and interpreted in accordance with the laws of the State of South Carolina, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this

Agreement to the law of another jurisdiction. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. Subcontracting and Assignment. Contractor agrees not to enter into any subcontracts, leases, agreements, or assignments pertaining to this Agreement or any interest or right herein, either voluntarily or by operation of law, without prior written approval of City.

16. Section Headings. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned officers, as of the date stated above.

WITNESS:

The City of Isle of Palms, S.C.

\_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_

(as to City)

\_\_\_\_\_ (Contractor)

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

\_\_\_\_\_

(as to Contractor)

Title: \_\_\_\_\_

EXHIBIT I

(Attach Contractor's Proposal, dated \_\_\_\_\_)