

**CITY OF WESTMINSTER BID OPENING
TABLUTAION SHEET**

Project Title: SCEMD Backup Generators

Date: 08/30/2024

Procurement Manager (Title): Reagan Osbon (Assistant City Administrator)

Contact: (864)647-3212; rosbon@westminstersc.org

Proposer	Received on time?	To Form?	Bid Price
Davis Power Solutions	Yes	Yes	\$251,200.00
Clements Electrical Inc	Yes	Yes	\$430,975.00
Carrick Contracting Corporation	Yes	Yes	\$421,004.00

Signature: *KWB*

Date: 8/30/2024

**CITY OF WESTMINSTER BID OPENING
SIGN-IN SHEET**

Project Title: SCEMD Back-Up Generators

Date: 08/30/2024

Procurement Manager (Title): Reagan Osbon (Assistant City Administrator)

Contact: (864)647-3212; rosbon@westminstersc.org

Name	Company/Firm	Title	Email
Jessica Evans	Carrick Contracting	Project Coord.	Jevans@carrickcontracting.com
Jason Dix	Clements Electrical		jasondix@clémentselectrical.com
Reagan Osbon	Westminster	ACA	rosbon@westminstersc.org
Scott Paris	Westminster	Utilities Director	sparise@westminstersc.org
Kevin Harbin	Westminster	PW sup.	kharbin@westminstersc.org
Kevin Bronson	Westminster		
Paul Davis	Davis	President	paul@davispower.com
Witnessed:  8/30/2024			

8) BID FORMS

**BID SUMMARY FORM Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016**

Bidders should complete the Table for all four sites and the total table, for five complete cost tables.

Site #1 City Hall:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 9,575.00	\$ 9,575.00
2	Soil Erosion & Sediment Control	1	LS	\$ 800.00	\$ 800.00
3	Electrical Equipment and Installation	1	LS	\$ 80,770.00	\$ 80,770.00
4	Concrete Pads for Generator, Gas Line Extension (approx. 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 7,325.00	\$ 7,325.00
5	Site Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
6	Other: A&E Design / Drawings <u>Conduit and wire installation cost per foot if generator location changes from customers proposed location = \$65.00</u>	1	LS	\$ 8,360.00	\$ 8,360.00

TOTAL CITY HALL PRICE (Items 1 through 6):

\$ 109,330.00

Print Name: Joe Wilke

Signature: 

Title: Director of Operations

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #2 Maintenance Shop:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 9,388.00	\$ 9,388.00
2	Soil Erosion & Sediment Control	1	LS	\$ 800.00	\$ 800.00
3	Electrical Equipment and Installation	1	LS	\$ 74,340.00	\$ 74,340.00
4	Concrete Pads for Generator, Gas Line Extension (less than 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 7,325.00	\$ 7,325.00
5	Site Restoration	1	LS	\$ 2,500.00	\$ 2,500.00
6	Other: A&E Design / Drawings <u>Conduit and wire installation cost per foot if generator location changes from customers proposed location = \$45.00</u>	1	LS	\$ 8,360.00	\$ 8,360.00

TOTAL CITY Maintenance Shop Price:

\$ 102,713.00

Print Name: Joe Wilke

Signature:  Title: Director of Operations

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #3 HWY 76 Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 6,057.00	\$ 6,057.00
2	Soil Erosion & Sediment Control	1	LS	\$ 800.00	\$ 800.00
3	Electrical Equipment and Installation	1	LS	\$ 73,733.00	\$ 73,733.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 8,950.00	\$ 8,950.00
5	Site Restoration	1	LS	\$ 1,500.00	\$ 1,500.00
6	Other: A&E Design / Drawings <u>Conduit and wire installation cost per foot if generator location changes from customers proposed location = \$45.00</u>	1	LS	\$ 10,155.00	\$ 10,155.00

TOTAL HWY 76 Pump Station Price:

\$ 101,195.00

Print Name: Joe Wilke

Signature: 

Title: Director of Operations

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #4 North Avenue Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 6,199.00	\$ 6,199.00
2	Soil Erosion & Sediment Control	1	LS	\$ 800.00	\$ 800.00
3	Electrical Equipment and Installation	1	LS	\$ 80,162.00	\$ 80,162.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 8,950.00	\$ 8,950.00
5	Site Restoration	1	LS	\$ 1,500.00	\$ 1,500.00
6	Other: A&E Design / Drawings <u>Conduit and wire installation cost per foot if generator location changes from customers proposed location = \$65.00</u>	1	LS	\$ 10,155.00	\$ 10,155.00

TOTAL North Avenue Pump Station Price:

\$ 107,766.00

Print Name: Joe Wilke

Signature: 

Title: Director of Operations

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

TOTAL BID PRICE:

Location	Price
Site #1: City Hall	\$109,330.00
Site #2: Maintenance Shop	\$102,713.00
Site #3: HWY 76 Pumpstation	\$101,195.00
Site #4: North Avenue Pumpstation	\$107,766.00
TOTAL	\$421,004.00

Print Name: Joe Wilke

Signature: 

Title: Director of Operations

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

EXPERIENCE AND REFERENCE

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name for similar jobs completed.

1) Name of Project Owner: Verizon Wireless
Brief Description and location:
Ash NC, 50 KW Diesel generator was installed at a Verizon Wireless cell site.

Completed Dollar Amount: \$ _____
Date Completed: 6/28/2024
Contact Person's Name: Jamie Cyr

2) Name of Project Owner: American Tower Corp
Brief Description and location:
Installation of back up generators for several ATC cell sites in South FL.

Completed Dollar Amount: \$ _____
Date Completed: Various
Contact Person's Name: Troy Melnick

3) Name of Project Owner: T-Mobile
Brief Description and location:
Carolinas Market - Install back up generator for various T-Mobile sites

Completed Dollar Amount: \$ _____
Date Completed: Various
Contact Person's Name: Jessica Evans

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

**CERTIFICATE OF
FAMILIARITY**

**Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016
PROJECT CERTIFICATE OF FAMILIARITY**

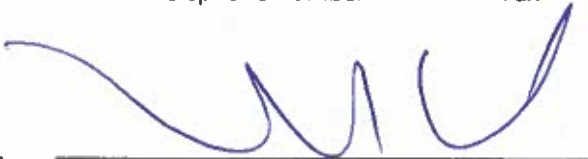
The undersigned, having fully familiarized him/herself with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offerer or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

Required with Bid: Bid Summary Form, Bid Bond of 5% (five percent) of the Total Bid Price, Certificate of Insurance, Complete Experience and References Form, Subcontractor Form, DBE Contractor Form, and this Certificate of Familiarity

MINORITY BUSINESS: Are you a minority business?

▶ Yes _____ (Women-owned /Disadvantaged) If yes, please submit a copy of your certificate with your response.

▶ No x

<u>1450 Kinetic Rd</u> Mailing Address	<u>Thomas J Carrick</u> Printed Name
<u>Lake Park FL 33403</u> City, State, Zip	<u>President</u> Title
<u>08/30/2024</u> Date Number	<u>561-844-5322 561-844-5641</u> Telephone Number Fax
REMITTANCE ADDRESS <u>Carrick Contracting Corporation</u> Company Name the IRS)	 Authorized Signature (As registered with
<u>1450 Kinetic Rd</u> Address	<u>Jbyers@carrickcontracting.com</u> E-Mail Address
<u>Lake Park FL 33403</u>	<u>561-844-5641</u>

**Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016**

City, State, Zip

Fax Number

561-844-5322

Telephone Number

Toll Free Number

65-0344492

Federal Tax ID Number

Sales Tax Number

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

APPENDIX B:
General Conditions Acknowledgement

GENERAL CONDITIONS

1. **DEFAULT:** In the case of default by the Contractor, The City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting Contractor will be considered until the assessed charged has been satisfied.
2. **NON-APPROPRIATTION:** Any contact entered into by the City resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATIONS:** The Contractor agrees to indemnify and hold harmless the City of Westminster and all City officers, agents and employees from claims, suites, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the City Administrator. Copies of all correspondence concerning this contract shall be sent to the City of Westminster, PO Box 399 Westminster, South Carolina 29693. All change orders must be authorized in writing by the City Administrator. The City of Westminster shall not be bound to any changes in the original contract unless approved in writing by the City Administrator.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess cost if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, epidemics, quarantine restrictions, strikes, freight embargos, and usually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. The Contractor shall not be liable for any excess costs if the failure to perform is caused by default of a subcontractor if such defaults arise out of causes beyond the control of both the Contractor and subcontractor, unless the supplies are serviced in sufficient time to permit the contractor to meet the required delivery schedule.
6. **PUBLICITY RELEASE:** Contractor agrees to refer to award of this contract as commercial advertising in such a manner as to safely or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, only the name of the City, type and duration of contract may be used and then only with

prior approval from the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City staff.

7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
8. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the control and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Westminster.
10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sexual orientation, national origin or physical handicap.
11. **BIDDING CONDITION OF PRICE:** All bid prices submitted shall remain effective for a minimum period of 90 days, unless otherwise stated. The City reserves the right to make additional purchases at the submitted bid prices, during the specific period.
12. **S.C. SALES TAXES:** A sales tax will be added to all orders; however, lump sum bids shall include sale tax in price unless otherwise noted. *By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the City your compliance.*

Non-resident contractors (service/labor providers) and rental recipients must provide an affidavit that the non-resident is registered with the South Carolina Department of Revenue of the South Carolina Secretary of State's Office (See Form I-312 Non-resident Taxpayer Registration Affidavit, Income Tax Withholding). Reference South Carolina Withholding Tax Amendments Code Section 12-9-310 (A) (3).

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 737-4872 or by writing to the South Carolina Department of revenue. Registration Unit, Columbia, South Carolina 29214-0140.

13. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment application for construction contracts are to be submitted on an AIA Application for Payment form or approved equal. Retainage for construction contracts will be as follows: 10% of completed, 10% of stored materials. There will be no exceptions to these payment terms unless approval is obtained in writing from the City of Westminster.
14. **BID REQUIREMENTS:** Bid requirements on the materials and equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. The City of Westminster will determine if minor deviations from these features are acceptable.
15. **DEVIATION FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidders will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviation, if any, is required but will not be construed as waiving any requirements of the specification. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide sufficient enough to determine acceptability of item offered.
16. **CONTRACT:** This bid and submitted documents, when properly accepted by the City of Westminster, along with a written purchase order and signed contract form, shall constitute a contract equally binding between the successful offeror and the City of Westminster. No different or additional terms will become a part of this contract, with the exception of a Change Order.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Westminster.
18. **AMENDMENTS:** All Amendments to and interpretation of this solicitation shall be in writing and issued by the City of Westminster. The City of Westminster shall not be legally bound by any amendments or interpretation that is not in writing.
19. **BID EVALUATIONS:** Bids received will be evaluated by the City Administrator or his designee. The award shall be made only to the lowest, responsive and responsible contractor who possess the ability or have access to resources to perform successfully under the terms and conditions. Consideration must be given to such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
20. **ARBITRATION:** Under no circumstances and with no exception will the City of Westminster act as arbitrator between the Contractor and any subcontractor.
21. **SHIPPING:** All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collection shipments will not be accepted. It is agreed by the parties hereto that delivery by the Contractor to the common carrier does not constitute delivery to the City. Any claims for loss or damage shall be between the Contractor and the carrier.

22. "OR APPROVED EQUAL": Certain processes, types of equipment or kinds of materials are described in the specification and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size type, weight, color etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidders desire to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the materials they plan to furnish so as to enable the consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
23. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the City's specification (or approval deviations), must submit their proposal as an alternate bid.
24. CITY BUSINESS LICENSE: The successful contractor, prior to execution of the contract, must possess or obtain a City of Westminster Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Westminster, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the City limits. Contact the City Business License Office at 864-647-3202 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Westminster.

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Company Name: Carrick Contracting Corporation

Name: Thomas J Carrick Title: President

Signature:  Date: 8/30/2024

Telephone Number: 561-844-5322 Fax Number: 561-844-5641

Address: 1450 Kinetic Rd Lake Park FL 33403

Email: tcarrick@carrickcontracting.com

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

APPENDIX C:
SPECIAL AND STANDARD GRANT CONDITIONS

The following is copied from the Grant Agreement between the City of Westminster and SCEMD. Bidders are required to read and agree to applicable terms described below.

The Recipient [THE CITY] hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements. To the extent the following provisions apply to this agreement, the Subrecipient assures and certifies that:

1) It possesses legal authority to apply for the grant and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the Application and provide such additional information as may be required.

2) It is not subject to debarment, suspension, or other exclusion from participation in Federal assistance programs or activities, as required by 2 C.F.R.Part 180 and 2 C.F.R. P. 3000.

3) It will have sufficient funds available to meet the non-Federal share of the cost for the project. Sufficient funds will be available when construction or implementation is completed to assure effective operation and maintenance of the facility or system to fulfill its purpose.

4) It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.

5) It will give the Recipient, the State of South Carolina, the Comptroller General of the United States, and the Federal Emergency Management Agency, Department of Homeland Security through any authorized representative access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

6) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and that it will furnish progress reports and such other information as the Federal grantor agency may need.

7) It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be completed with reasonable diligence.

8) It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

- 9) It will provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work.
- 10) It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4701-4772) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- 11) Bills for fees or other compensation for services or expenses will be submitted in detail sufficient for a proper pre-audit and post-audit.
- 12) It will establish and maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
SCEMD HMGP Subrecipient Agreement June 2021 17
- 13) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended (P.L. 91-646; 42 U.S.C. §4601, *et seq.*), which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
- 14) It will comply with the Anti-Kickback Enforcement Act of 1986, as amended (P.L. 99-634) (41 U.S.C. § 8701, *et seq.*), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
- 15) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 16) It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.
- 17) It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. §300101, *et seq.*), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974, as amended (54 U.S.C. §312501, *et seq.*) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- 18) It will comply with environmental standards or requirements that may be prescribed pursuant

to the following:

- a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) (42 U.S.C. § 4321, *et seq.*) and Executive Order (EO) 11514;
 - b. notification of violating facilities pursuant to EO 11738;
 - c. protection of wetlands pursuant to EO 11990;
 - d. evaluation of flood hazards in floodplains in accordance with EO 11988;
 - e. environmental justice pursuant to EO 12898;
 - f. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended (16 U.S.C. §1451, *et seq.*);
 - g. conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, *et seq.*);
 - h. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - i. protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205) (16 U.S.C. §1531, *et seq.*)
- J. protection of components of the national wild and scenic rivers system in the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271, *et seq.*).

19) It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801, *et SCEMD HMGP Subrecipient Agreement June 2021 18 seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

20) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A1 17.1-1961, as modified (41 CFR 101-19.6). Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

21) It will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 42 U.S.C. § 4001-4107) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

22) It will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996, OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations, and applicable provisions of 2 CFR 200 Subpart F.

23) With respect to demolition activities, it will:

- a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
- b. Return the property to its natural state as though no improvements had ever been contained thereon.
- c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S.

Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.

d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.

e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.

f. Leave the demolished site clean, level and free of debris.

g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.

h. Obtain all required permits.

i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.

J. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)(42 U.S.C. § 6201, *et seq.*).

k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act of 1955, as amended (42 U.S.C. § 7412 and § 7606); Section 508 of the Clean Water Act of 1977, as amended (P.L. 95-217) (33 U.S.C. 1251, *et seq.*); Executive Order 11738; and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.

L. Provide documentation of public notices for demolition activities.

SCEMD HMGP Subrecipient Agreement June 2021 19

24) If the award will be used for construction, the Subrecipient:

a. Will not dispose of, modify the use of or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Recipient or the federal awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

b. Will comply with the requirements of the grant program and federal awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

c. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the federal awarding agency or the State (including the Recipient).

d. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

25) It will ensure that any procurement funds involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.317 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

26) It will comply with all Federal statutes related to nondiscrimination including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1687), which prohibits discrimination on the basis of sex;
- d. American's with Disabilities Act (ADA) (Public Law 101-336, 42 U.S.C. §12101, et seq., as amended.
- e. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- g. 2 C.F.R. 200.321 requiring non-federal entities to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- h. The Drug Abuse Prevention, Treatment, and Rehabilitation Act (21 U.S.C. § 1101, et seq.), relating to nondiscrimination on the basis of drug abuse;
 - i. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), 42 U.S.C. §§ 4541-4594, et seq., as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - J. §§523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. § SCEMD HMGP Subrecipient Agreement June 2021 20 290 dd-2), relating to confidentiality of alcohol and drug abuse patient records;
- k. Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. § 10228, et seq., or Victims of Crime Act (as appropriate);
- l. Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- m. 44 CFR part 7, Nondiscrimination in Federally-Assisted Programs (see also 44 CFR §206.11 Nondiscrimination in Disaster Assistance);
- n. Any other nondiscrimination provisions applicable to the HMGP program and the requirements of any other nondiscrimination statutes which may apply to this award.

27) It will comply with the Contract Work Hours and Safety Standards Act of 1962, as amended, (40 U.S.C. § 3701, et seq. and as supplemented at 29 C.F.R. Part 541) requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

28) It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage and that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work week.

29) It will comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141, et seq.), 29 C.F.R. Part 3, and 29 C.F.R. Part 5, as may be applicable, subject to any penalties

therein in addition to the penalty provided in 18 U.S.C. § 874.

30) It will comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.

31) It will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104), which prohibits grant award recipients and subrecipients from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) procuring a commercial sex act during the period of time that the award is in effect, or (3) using forced labor in the performance of the award or subawards under the award.

32) In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

33) It will comply with Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, and provide an Equal Employment Opportunity Program if required to maintain one, where the Application is for \$500,000 or more.

34) That responsibility for compliance with this Agreement rests with Subrecipient and that noncompliance with this Agreement shall be cause for the rescission, suspension, or termination of funding under this Agreement and may affect eligibility for funding under future agreements.

35) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform SCEMD HMGP Subrecipient Agreement June 2021 21 work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

36) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.

37) This Agreement shall be construed under the laws of the State of South Carolina, and venue

for any actions arising out of this Agreement shall be remedied as prescribed by applicable South Carolina Law. If any provision hereof is in conflict with any applicable statute or rule or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable but shall not invalidate any other provision of this Agreement.

38) No funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.

39) As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$100,000, as defined at 44 CFR Part 18:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

d. Standard Form- LLL is attached? *(circle one)* YES NO

40) It will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7321-7326) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

41) Subrecipient and its contractors will comply with the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. § 8101, *et seq.*) and implemented at 28 CFR Part 67, Subpart F. As SCEMD HMGP Subrecipient Agreement June 2021 22

required by the Drug-Free Workplace Act, the Subrecipient certifies that it will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug free awareness program to inform employees about

- The dangers of drug abuse in the workplace;

- The grantee's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs;
- and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

- Abide by the term of the statement; and
- Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;

e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted

- Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or
- Requiring such an 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;

g. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

42) The Subrecipient will comply with FEMA Interim Policy #405-143-1: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment.

43) It will comply with 2 C.F.R. § 200.322. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative programs. The following language should be included in the contract with the Contractor.

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

44) It will comply with 2 C.F.R. § 200.322, as appropriate and consistent with the law. The nonfederal entity should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products. The requirements of 2 C.F.R. § 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award.

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

45) It will not use the Department of Homeland Security seal, logo, or flags without authorization as set forth in 18 U.S.C. §§ 506 and 701, subject to the penalties set forth in 18 U.S.C. § 1017.

46) It will comply with applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program and award.

47) It will comply with applicable requirements of state law, regulations, and policies governing this award.

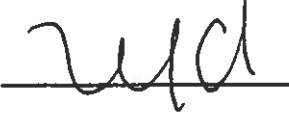
48) Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.

49) These assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Subrecipient by FEMA, that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. These assurances are binding on the Subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the Subrecipient.

ACKNOWLEDGEMENT OF GENERAL GRANT CONDITIONS:

The undersigned hereby certifies that the bidder has read, understands, and agrees to the terms specified in APPENDIX C, and will provide documentation as required by the City of Westminster, SCEMD, FEMA, and other organizations as required by the City of Westminster..

Print Name: Thomas J Carrick

Signature: 

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Rec'd by Carrick Contracting.



Together We Grow

Essential City Services Backup Generator Addendum #1 and Pre-Bid Meeting

Pre-bid meeting notes:

- Two prospective bidders attended the pre-bid meeting. It was not mandatory.
- Staff reviewed the RFP and visited the site with prospective bidders. Questions will be listed below.

Questions received by 07/24/2024:

- Q: Can the generators be moved on site?
 - A: Yes, with SCEMD approval. The attached site drawing are for planning purposes. Prospective bidders should note any recommended changes.
- Q: Does the City have a preference on generators makes/models?
 - A: The City will accept any like or similar specifications as long as they meet the City needs and grant requirements. Any deviations should be pointed out in the bid response.
- Q: Who do we refer to for permitting?
 - A: Oconee County will need to be consulted for permitting.
- Q: Do requirements like the Davis Bacon Act Apply?
 - A: The funding for the project is federally sourced, so all vendors contractors and parts must meet the requirements listed in the RFP.
- Q: Supply issues could delay the 120-day timeline from the NTP. How would you handle that?
 - A: We would provide reasonable accommodations for supply chain issues. Contractors should communicate with city staff as soon as possible so SCEMD can sign off on the extension.
- Q: Should Contractors Plan to install fences or bollards around the generators?
 - A: No.
- Q: Is there a specific Bid Bond form to use (i.e. - AIA 310) or is it sufficient to use a standard form from the bond company?
 - A: Standard form will suffice.
- Q: What are the liquidated damages for this project?
 - A: City has historically
- Q: Is there a preferred vendor agreement in place to support a local resident contractor (contractor from the same county) in place when comparing proposals?
 - A: Our Procurement Ordinance allows for a local preference of varying amounts. The procurement policy can be found here: <https://westminstersc.org/wp-content/uploads/2024/03/Procurement-Policy-adopted-10-2022.pdf>
- Q: City Hall Location- An ATS already exists, are we allowed to utilize this ATS whether it meets the specifications in the RFP?

- A: If the ATS is usable, that is allowable. Bidders will be responsible for full function of the generator and integration with the building's electrical system. Bidders should note this change in their bid response (if applicable).
- Q: Permitting- We will have to comply with whatever Oconee County Building Codes requires at each location, including engineered drawings if required, correct?
 - A: Yes.
- Q: Is this a Prevailing Wages / Davis Bacon Act Acknowledgement project? If so Please provide the solicitation/decision number.
 - A: Yes, because the project funding is sourced with FEMA (DHS) through grant # **FEMA-4542-DR-SC Project 0016**, all federal requirements enumerated in the RFP apply (See Appendix C).
- Q: Are you able to provide more clarity on the types of loads the each of these generators will need to backup. Based on that, we can know what services that need to be included based on the different code requirements.
 - City Hall- NEC 701 (essential communications)
 - North Avenue Pump- NEC 701 (essential communications)
 - HWY 76 Pump- NEC 700 (fire pumps)
 - Maintenance Shop- NEC 701
- Q: Does Westminster have surveys available for these sites or if this will need to be completed by the vendor?
 - A: We have no surveys available. If a survey will be necessary, the contractor should include and note it in the bid response.

Addendum/Clarification:

- 1) Bid period has been extended to August 30, 2024 at 2:00pm**
- 2) Site visits may be scheduled with Reagan Osbon, Assistant to the City Administrator at rosbon@westminstersc.org before Bid Opening, subject to scheduling availability.**
- 3) Clarification: Bids must be viable for 90 days after opening. There are conflicting times in the RFP. All bids must be good for 90 days.**
- 4) Change to scope: contractors will not have to install propane tanks to the site, but do need to coordinate with City Staff so they can plan for the City's propane and natural gas providers. Some natural gas connections from the meter to the generator may be required to be installed by the contractor.**
- 5) The estimates in the technical specifications can be amended or changed by the contractor and are not binding. And changes must be noted on the bid response. It is possible that final measurements are +/- a few feet/inches/etc..**

Site Location

FEMA-4542-DR-SC Project 0016

- These site locations are estimates used to apply for the grant. Any modifications will require SCEMD approval.
- Potential Bidders may provide actual site location recommendations in their bid response. It should be clearly defined. Any request for site changes to SCEMD will be made after award if necessary.
- The City does not have surveys of the sites.

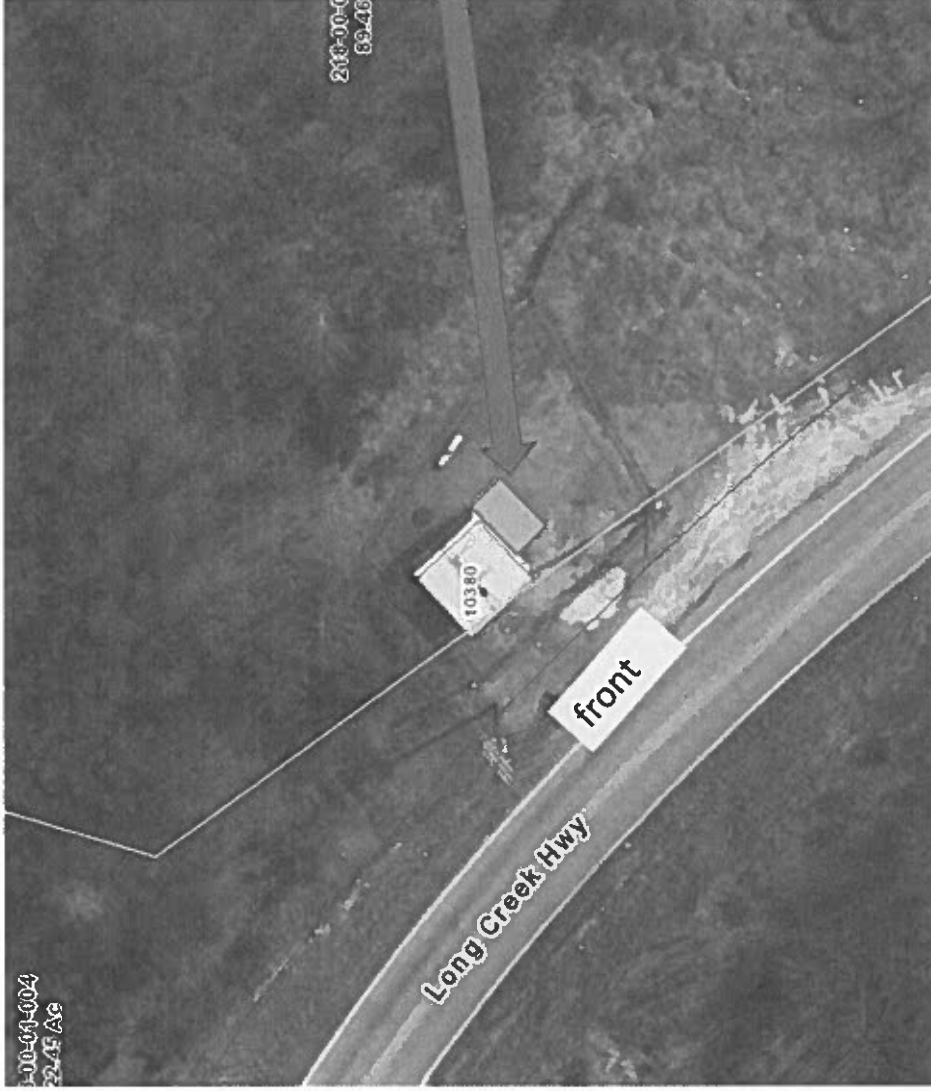


City Hall
100 E Windsor St,
Westminister 29693
Latitude 34.665263
Longitude -83.098016



Generator
location

North Ave Pump Station
311 W North Ave,
Westminster 29693
Latitude 35.668291
Longitude -83.099238

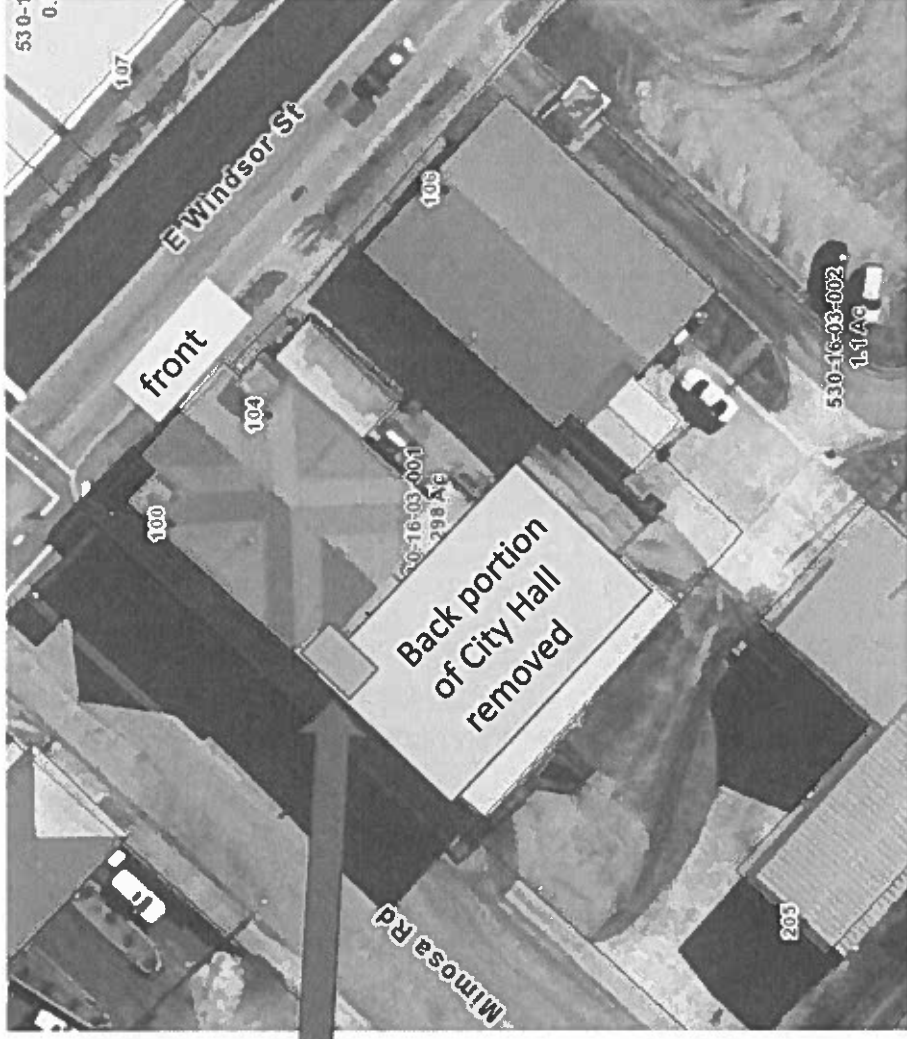


Hwy 76 Pump Station
10310-10398 Long Creek
Hwy, Westminster 29693
Latitude 34.686763
Longitude. -83.156772



Maintenance Shop
530 S Bibb St, Westminster
29693

Latitude 34.823200
Longitude. -83.074238

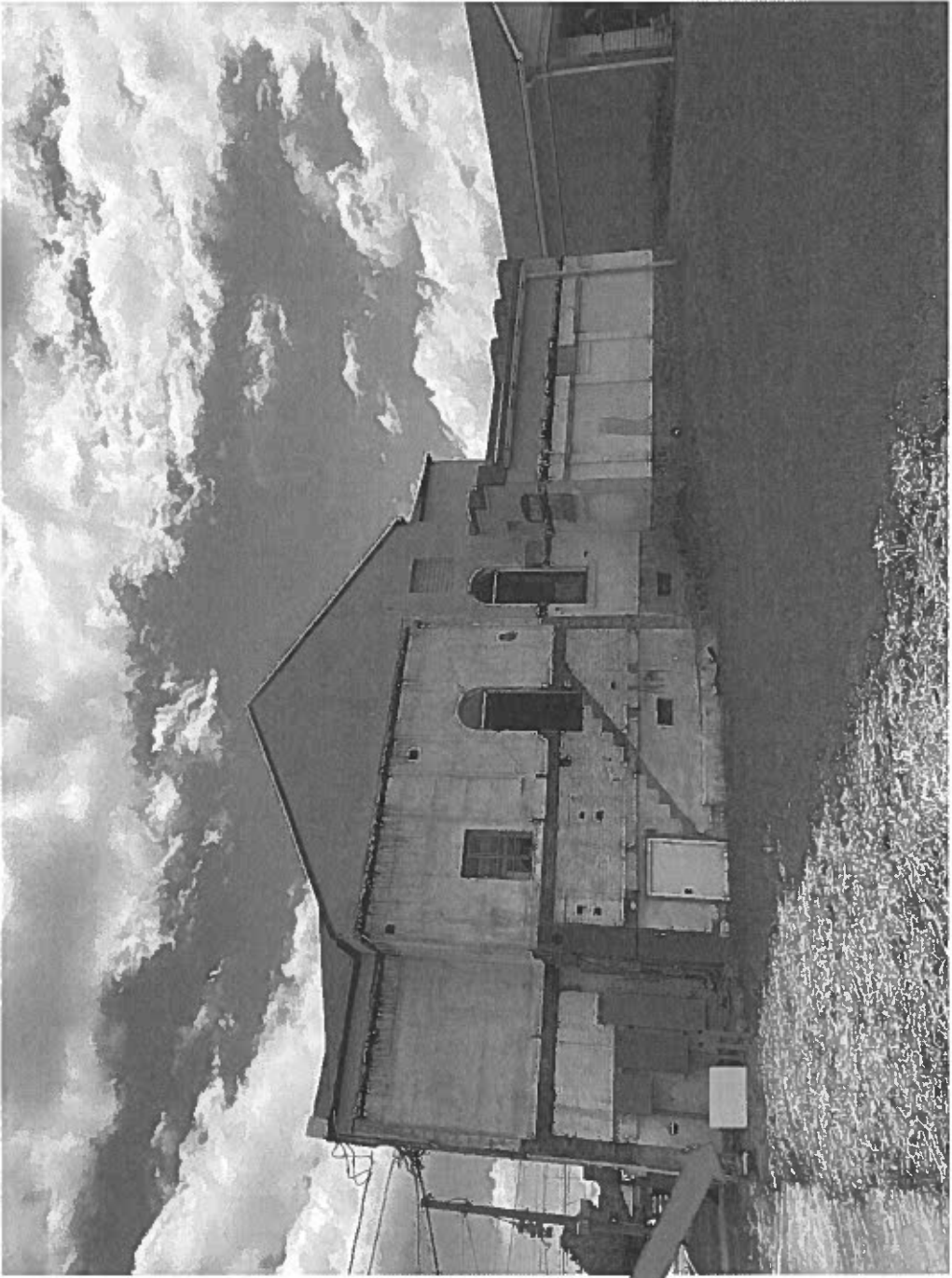


Generator
location

City Hall
100 E Windsor St,
Westminster 29693
Latitude 34.665263
Longitude -83.098016

Generator location





**Generator
location**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Carrick Contracting Corporation		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 1450 Kinetic Rd		Requester's name and address (optional)
6 City, state, and ZIP code Lake Park, FL 33403			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
6 5 - 0 3 4 4 4 9 2	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/14/22
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Carrick Contracting Corporation
1450 Kinetic Road
Lake Park, FL 33403

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Rd, Suite 1400
Raleigh, NC 27609

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Westminster
100 E Windsor Street
Westminster, SC 29693

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

FEMA-4542-DR-SC Project 0016 - Essential City Service Generators

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of August, 2024

D. Johnson
(Witness)

Kallee Rosenhaus
(Witness)

Carrick Contracting Corporation
(Principal) [Signature] (Seal)
By: [Signature] President
(Title)

Harco National Insurance Company
(Surety) [Signature] (Seal)
By: [Signature] Attorney-in-Fact
(Title)

Bond # n/a

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MARGARET A. SCHULZ, JESSICA P. RENO, KEVIN WOJTOWICZ

Miami Lakes, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



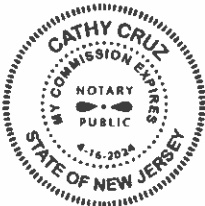
STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 30, 2024

A00144

Irene Martins, Assistant Secretary

Client#: 1095240

CARRIWIL6

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with columns for PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY - Automatic Additional Insured with Products & Completed Operations, on primary and non contributory basis, for the work of the insured, is included when required by written contract, Waiver of Subrogation applies to the General Liability.
COMMERCIAL AUTO - Automatic Additional Insured and Waiver of Subrogation applies when required by written (See Attached Descriptions)

Table with columns: CERTIFICATE HOLDER, CANCELLATION, AUTHORIZED REPRESENTATIVE.

DESCRIPTIONS (Continued from Page 1)

contract.

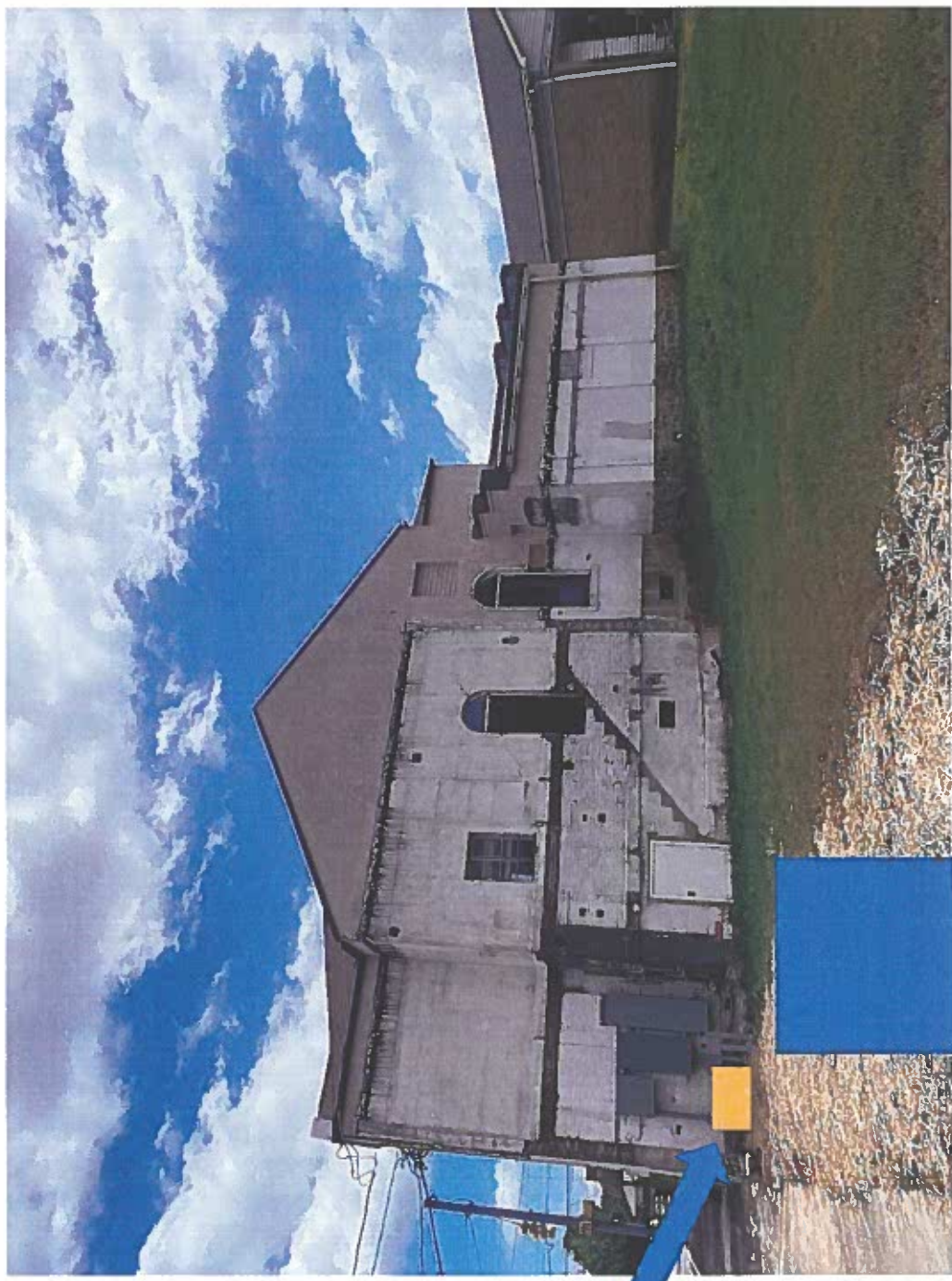
WORKERS COMPENSATION - Automatic Waiver of Subrogation when required by written contract.

EXCESS LIABILITY - Policy is follow form and Automatic Additional Insured and Waiver of Subrogation applies over the primary policies; Auto Liability, Commercial General Liability, & Workers Compensation when required by written contract.

PROFESSIONAL & POLLUTION - Automatic Additional Insured when required by written contract arising out of performance of insured's contracting operations or transportation.

Proposed Generator Locations

Generator location





Generator location



Proposed new Generator Location clearing sidewalk



Generator
location

City Hall
100 E Windsor St,
Westminster 29693
Latitude 34.665263
Longitude -83.098016



Maintenance Shop
530 S Bibb St, Westminster
29693
Latitude 34.823200
Longitude. -83.074238



1

Proposed new generator location to avoid
Underground pump pipes

Generator
location

Propose relocate
New 1000 gallon tank

Long Creek Hwy

front

10380

230-30-0
89.43

1-30-01-002
22.45 Ag



Proposed tank

Generator location

Proposed Generator Location to avoid Underground water tank

North Ave Pump Station
311 W North Ave,
Westminster 29693
Latitude 35.668291
Longitude -83.099238



CONTRACTOR: CLEMENTS ELECTRICAL, INC.
CONTRACTOR LICENSE #: M-1680

*****SEALED DOCUMENTS ENCLOSED*****

PROJECT: ESSENTIAL CITY SERVICE GENERATORS
GRANT#: FEMA-4542-DR-SC PROJECT 0016
AGENCY: CITY OF WESTMINSTER
ATTN: REAGAN OSBON, ASSISTANT CITY ADMINSTRATOR



AIA®

Document A310™ – 2010

Bid Bond**CONTRACTOR:**

(Name, legal status and address)
Clements Electrical, Inc.

802 Friendship Road
Seneca, SC 29678

OWNER:

(Name, legal status and address)

City of Westminster
100 E. Windsor Street
Westminster, SC 29693

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

BOND AMOUNT: \$ Five Percent (5%) of Bid Amount (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Essential City Service Generators; FEMA-4542-DR-SC Project 0016

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Inlt.

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User Notes:

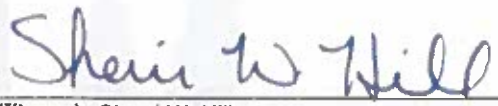
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furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of August, 2024



(Witness)



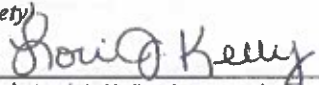
(Witness) Sherri W. Hill

Clements Electrical, Inc.
(Contractor as Principal)

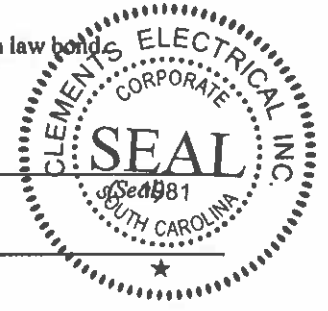


(Title) President

Merchants National Bonding, Inc.

(Surety)


(Title) Lori J. Kelly, Attorney-in-Fact



Init.
/

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alexa Manley; Frank W Hafner III; Lori J Kelly; Marian C Newman; Sherri W Hill; WD Morris Jr; Wesley V Dasher Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

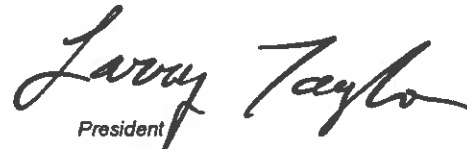
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of April, 2024.

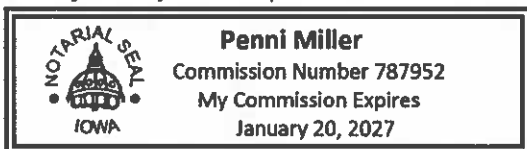


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

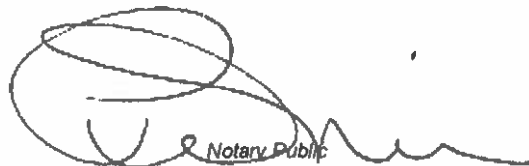
By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of April, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)


Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of August, 2024.




Secretary

ORIGINAL

TOTAL BID PRICE:

Location	Price
Site #1: City Hall	\$160,119.00
Site #2: Maintenance Shop	\$174,223.00
Site #3: HWY 76 Pumpstation	\$153,746.00
Site #4: North Avenue Pumpstation	\$142,887.00
TOTAL	\$630,975.00

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

8) BID FORMS

**BID SUMMARY FORM Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016**

Bidders should complete the Table for all four sites and the total table, for five complete cost tables.

Site #1 City Hall:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 16,000.00	\$ 16,000.00
2	Soil Erosion & Sediment Control	1	LS	\$ 7,740.00	\$ 7,740.00
3	Electrical Equipment and Installation	1	LS	\$ 112,703.00	\$ 112,703.00
4	Concrete Pads for Generator, Gas Line Extension (approx. 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 21,720.00	\$ 21,720.00
5	Site Restoration	1	LS	\$ 1,956.00	\$ 1,956.00
6	Other: _____ _____ _____			\$ n/a	\$ n/a

TOTAL CITY HALL PRICE (Items 1 through 6):

\$ 160,119.00

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #2 Maintenance Shop:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 17,500.00	\$ 17,500.00
2	Soil Erosion & Sediment Control	1	LS	\$ 7,740.00	\$ 7,740.00
3	Electrical Equipment and Installation	1	LS	\$ 109,227.00	\$ 109,227.00
4	Concrete Pads for Generator, Gas Line Extension (less than 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 37,800.00	\$ 37,800.00
5	Site Restoration	1	LS	\$ 1,956.00	\$ 1,956.00
6	Other: _____ _____ _____			\$ n/a	\$ n/a

TOTAL CITY Maintenance Shop Price:

\$ 174,223.00

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #3 HWY 76 Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 15,500.00	\$ 15,500.00
2	Soil Erosion & Sediment Control	1	LS	\$ 7,740.00	\$ 7,740.00
3	Electrical Equipment and Installation	1	LS	\$ 103,146.00	\$ 103,146.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 25,404.00	\$ 25,404.00
5	Site Restoration	1	LS	\$ 1,956.00	\$ 1,956.00
6	Other: _____ _____ _____			\$ 0.00	\$ 0.00

TOTAL HWY 76 Pump Station Price:

\$ 153,746.00

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

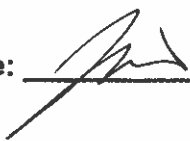
Site #4 North Avenue Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 14,500.00	\$ 14,500.00
2	Soil Erosion & Sediment Control	1	LS	\$ 7,740.00	\$ 7,740.00
3	Electrical Equipment and Installation	1	LS	\$ 96,587.00	\$ 96,587.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 22,104.00	\$ 22,104.00
5	Site Restoration	1	LS	\$ 1,956.00	\$ 1,956.00
6	Other: _____ _____ _____			\$ 0.00	\$ 0.00

TOTAL North Avenue Pump Station Price:

\$ 142,887.00

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

EXPERIENCE AND REFERENCE

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name for similar jobs completed.

1) Name of Project Owner: Office of Adjutant General
 Brief Description and location:
Install new Generator & Service Entrance Rated Automatic Transfer Switch at the Anderson Armory.

Note: We were able to offer money back by finding alternate means and methods during the installation process compared to the project requirements in the specifications. (Initial Contract \$283,292.00; final contract \$258,996.00)
 Completed Dollar Amount: \$ 258,996.00
 Date Completed: 04/29/2023
 Contact Person's Name: Dickson O'Brien - GWA Inc (Engineer)

2) Name of Project Owner: Clemson University
 Brief Description and location:
Miscellaneous Generator Installation Projects.
(i.e. - CU Kinard Hall, CU Hazardous Waste Facility were recent, many over the years have been completed for Clemson University)

 Completed Dollar Amount: \$ Misc.
 Date Completed: 2023 & 2024
 Contact Person's Name: Barry Spencer (Senior Project Manager)

3) Name of Project Owner: Renewable Water Resources
 Brief Description and location:
We have completed many Pump Stations with Generators on site (Multiple Locations) for ReWa over the years.

 Completed Dollar Amount: \$ Misc.
 Date Completed: Misc.
 Contact Person's Name: Bryan Kohard (Design Services Manager - Engineer)

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

EXPERIENCE AND REFERENCE

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name for similar jobs completed.

1) Name of Project Owner: City of Clemson
 Brief Description and location:
Install new Generator & Service Entrance Rated Automatic Transfer Switch at Cochran Road Facility
(Note - City of Clemson Purchased and Provided the Generator and ATS)

 Completed Dollar Amount: \$ 14,639.00
 Date Completed: August
 Contact Person's Name: Cody Lingefelt

2) Name of Project Owner: Oconee Joint Regional Water Authority (OJRSA)
 Brief Description and location:
I-85 Pump Stations, which included Generator Installation. Exit 1 and Exit 2 Locations

 Completed Dollar Amount: \$ 230,779.00
 Date Completed: Summer 2024
 Contact Person's Name: Mark Dain

3) Name of Project Owner: Spartanburg Water
 Brief Description and location:
Chestnut Springs Pump Station which included Generator Installation.

 Completed Dollar Amount: \$ 267,838.00
 Date Completed: Summer 2024
 Contact Person's Name: Bill Williams (GC)

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

CERTIFICATE OF FAMILIARITY

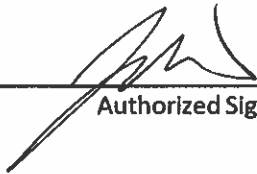
**Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016
PROJECT CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized him/herself with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offerer or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

Required with Bid: Bid Summary Form, Bid Bond of 5% (five percent) of the Total Bid Price, Certificate of Insurance, Complete Experience and References Form, Subcontractor Form, DBE Contractor Form, and this Certificate of Familiarity

- MINORITY BUSINESS:** Are you a minority business?
- ▶ Yes _____ (Women-owned /Disadvantaged) If yes, please submit a copy of your certificate with your response.
 - ▶ No _____

802 Friendship Road	Jason Dix	
Mailing Address	Printed Name	
Seneca, SC 29678	President	
City, State, Zip	Title	
08/30/2024	(864) 882-7759	n/a
Date Number	Telephone Number	Fax

REMITTANCE ADDRESS	
Clements Electrical Holdings, Inc.	
Company Name the IRS)	Authorized Signature (As registered with
802 Friendship Road	jasondix@clementselectrical.com
Address	E-Mail Address
Seneca, SC 29678	n/a

**Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016**

City, State, Zip

Fax Number

(864) 882-7759

n/a

Telephone Number

Toll Free Number

92-1197501

n/a

Federal Tax ID Number

Sales Tax Number

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

APPENDIX B:
General Conditions Acknowledgement

GENERAL CONDITIONS

1. **DEFAULT:** In the case of default by the Contractor, The City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting Contractor will be considered until the assessed charged has been satisfied.
2. **NON-APPROPRIATTION:** Any contact entered into by the City resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATIONS:** The Contractor agrees to indemnify and hold harmless the City of Westminster and all City officers, agents and employees from claims, suites, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the City Administrator. Copies of all correspondence concerning this contract shall be sent to the City of Westminster, PO Box 399 Westminster, South Carolina 29693. All change orders must be authorized in writing by the City Administrator. The City of Westminster shall not be bound to any changes in the original contract unless approved in writing by the City Administrator.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess cost if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, epidemics, quarantine restrictions, strikes, freight embargos, and usually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. The Contractor shall not be liable for any excess costs if the failure to perform is caused by default of a subcontractor if such defaults arise out of causes beyond the control of both the Contractor and subcontractor, unless the supplies are serviced in sufficient time to permit the contractor to meet the required delivery schedule.
6. **PUBLICITY RELEASE:** Contractor agrees to refer to award of this contract as commercial advertising in such a manner as to safely or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, only the name of the City, type and duration of contract may be used and then only with

prior approval from the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City staff.

7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
8. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the control and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the City of Westminster.
10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sexual orientation, national origin or physical handicap.
11. **BIDDING CONDITION OF PRICE:** All bid prices submitted shall remain effective for a minimum period of 90 days, unless otherwise stated. The City reserves the right to make additional purchases at the submitted bid prices, during the specific period.
12. **S.C. SALES TAXES:** A sales tax will be added to all orders; however, lump sum bids shall include sale tax in price unless otherwise noted. *By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the City your compliance.*

Non-resident contractors (service/labor providers) and rental recipients must provide an affidavit that the non-resident is registered with the South Carolina Department of Revenue of the South Carolina Secretary of State's Office (See Form I-312 Non-resident Taxpayer Registration Affidavit, Income Tax Withholding). Reference South Carolina Withholding Tax Amendments Code Section 12-9-310 (A) (3).

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 737-4872 or by writing to the South Carolina Department of revenue. Registration Unit, Columbia, South Carolina 29214-0140.

13. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment application for construction contracts are to be submitted on an AIA Application for Payment form or approved equal. Retainage for construction contracts will be as follows: 10% of completed, 10% of stored materials. There will be no exceptions to these payment terms unless approval is obtained in writing from the City of Westminster.
14. **BID REQUIREMENTS:** Bid requirements on the materials and equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. The City of Westminster will determine if minor deviations from these features are acceptable.
15. **DEVIATION FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidders will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviation, if any, is required but will not be construed as waiving any requirements of the specification. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide sufficient enough to determine acceptability of item offered.
16. **CONTRACT:** This bid and submitted documents, when properly accepted by the City of Westminster, along with a written purchase order and signed contract form, shall constitute a contract equally binding between the successful offeror and the City of Westminster. No different or additional terms will become a part of this contract, with the exception of a Change Order.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Westminster.
18. **AMENDMENTS:** All Amendments to and interpretation of this solicitation shall be in writing and issued by the City of Westminster. The City of Westminster shall not be legally bound by any amendments or interpretation that is not in writing.
19. **BID EVALUATIONS:** Bids received will be evaluated by the City Administrator or his designee. The award shall be made only to the lowest, responsive and responsible contractor who possess the ability or have access to resources to perform successfully under the terms and conditions. Consideration must be given to such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
20. **ARBITRATION:** Under no circumstances and with no exception will the City of Westminster act as arbitrator between the Contractor and any subcontractor.
21. **SHIPPING:** All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collection shipments will not be accepted. It is agreed by the parties hereto that delivery by the Contractor to the common carrier does not constitute delivery to the City. Any claims for loss or damage shall be between the Contractor and the carrier.

22. "OR APPROVED EQUAL": Certain processes, types of equipment or kinds of materials are described in the specification and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size type, weight, color etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidders desire to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the materials they plan to furnish so as to enable the consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
23. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the City's specification (or approval deviations), must submit their proposal as an alternate bid.
24. CITY BUSINESS LICENSE: The successful contractor, prior to execution of the contract, must possess or obtain a City of Westminster Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Westminster, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the City limits. Contact the City Business License Office at 864-647-3202 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Westminster.

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Company Name: Clements Electrical Holdings, Inc.

Name: Jason Dix Title: President

Signature:  Date: 08/30/2024

Telephone Number: (864) 882-7759 Fax Number: n/a

Address: 802 Friendship Road, Seneca, SC 29678

Email: jasondix@clementselectrical.com

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

ACKNOWLEDGEMENT OF GENERAL GRANT CONDITIONS:

The undersigned hereby certifies that the bidder has read, understands, and agrees to the terms specified in APPENDIX C, and will provide documentation as required by the City of Westminster, SCEMD, FEMA, and other organizations as required by the City of Westminster..

Print Name: Jason Dix

Signature:  _____

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

ORIGINAL



CLEMENTS ELECTRICAL, INC.
802 Friendship Road
SENECA, S.C. 29678
Phone - (864) 882-7759
Website - www.clementselectrical.com

August 30, 2024

Attn: Reagan Osbon
City of Westminster
100 E Windsor Street
Westminster, SC 29693

Subject: Addendum #1 Acknowledgement

Dear Reagan,

This letter is in regard to Addendum #1 for the City of Westminster's Request for Bids – Essential City Service Generators project and fully acknowledges it as a covered inclusion to our bid.

Addendum #1 Addendum/Clarification Number 5 states: The estimates in the technical specifications can be amended or changed by the contractor and are not binding. And changes must be noted on the bid response. It is possible that final measurements are +/- a few feet/inches/etc...

This letter will also serve as our response to this clarification. If site #4 is eliminated from the scope of work due to budgetary concerns. We feel that the savings from eliminating that site would lead to better design opportunities on other sites (i.e. – entire maintenance shop facility emergency backup coverage). At this time our estimate fully covers the RFP as required and all essential needs would be covered including design on each site as well as strong coordination with the City of Westminster to provide the best use outcome of the generator at each location.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Jason Dix', is written over a light blue horizontal line.

Jason Dix
President

ORIGINAL

CCG 1033706

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
CONTRACTOR'S LICENSING BOARD

LICENSE#: CLM.1680

LICENSE#: CLM.1680

CLEMENTS ELECTRIC INC
802 FRIENDSHIP RD
SENECA SC 29678

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a:

M E C H A N I C A L C O N T R A C T O R

in the following Classification(s) and Group Limitation:

Electrical-EL5

LICENSE NUMBER:..... CLM.1680
Initial License Date:..... 01/01/1992
EXPIRATION DATE:..... 10/31/2025

Group Limitation \$ Amounts Per Job (i.e.EL"2"):
Group #1 - \$35,000 Group #3 - \$200,000
Group #2 - \$100,000 Group #4 - \$400,000
Group #5 - \$Unlimited

Qualifying Party(s): MR JASON E DIX

It is at the discretion of this licensee to designate whomever they chose to pull permits and conduct business in their behalf.

Molly F. Price
Administrator

ORIGINAL

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Clements Electrical Holdings Inc.

2 Business name/disregarded entity name, if different from above
Clements Electrical, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
802 Friendship Road

6 City, state, and ZIP code
Seneca, SC 29678

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-				
--	--	--	---	--	--	--	--

OR

Employer identification number

9	2	-	1	1	9	7	5	0	1
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► 

Date ► 8/30/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services, LLC
INSURED: Clements Electrical, Inc.
CONTACT NAME: Wanda Smith
PHONE: 864-232-5162
E-MAIL ADDRESS: wanda.smith2@usi.com

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Crime, Stored Materials, and Cyber Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Westminster only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER CANCELLATION

City of Westminster
100 E Windsor St
Westminster, SC 29693
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Paula B Bulman

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond Number CBB0068258

KNOW ALL MEN BY THESE PRESENTS, that we Davis Power Solutions LLC
2383 Pleasant Grove Road
Bowman, GA 30624

as Principal, hereinafter called the Principal, and National American Insurance Company
P.O. Box 9
Chandler, OK 74834

a corporation duly organized under the laws of the State of Oklahoma
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Westminster
100 East Windsor St
Westminster, SC 29693

as Obligee, hereinafter called the Obligee, in the sum of 5 % of the amount bid not to exceed
Five Percent of Amount Bid***** Dollars (\$ 5% of Amount Bid*****),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, Jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for Essential City Service Generators
Westminster, SC

Project No. Invitation No. 0016

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the
Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of August, 2024

Signature of witness (Witness)

Davis Power Solutions LLC
(Principal) (Seal)

Signature of Paul Dini, President (Title)

Signature of witness (Witness)

National American Insurance Company
(Surety)

Signature of A.M. DiGeronimo, Attorney-In-Fact (Title)



NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0068258

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

A.M. DiGeronimo, Colin Y. Tomy, Michael R. DiGeronimo

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Crystal Exp

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 30th day of August, 2024



8) BID FORMS

**BID SUMMARY FORM Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016**

Bidders should complete the Table for all four sites and the total table, for five complete cost tables.

Site #1 City Hall:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 5,000.00	\$ 5,000.00
2	Soil Erosion & Sediment Control	1	LS	\$ 500.00	\$ 500.00
3	Electrical Equipment and Installation	1	LS	\$ 37,000.00	\$ 37,000.00
4	Concrete Pads for Generator, Gas Line Extension (approx. 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 4,000.00	\$ 4,000.00
5	Site Restoration	1	LS	\$ 500.00	\$ 500.00
6	Other: Add alternate - \$4,500.00 Kohler 400 Amp ATS Model # RDT-CFNC- 400ASEQSS			\$	\$

TOTAL CITY HALL PRICE (Items 1 through 6):

\$ 47,000.00

Print Name: Paul Davis

Signature: Paul Davis

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #2 Maintenance Shop:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 10,800.00	\$ 10,800.00
2	Soil Erosion & Sediment Control	1	LS	\$ 500.00	\$ 500.00
3	Electrical Equipment and Installation	1	LS	\$ 45,000.00	\$ 45,000.00
4	Concrete Pads for Generator, Gas Line Extension (less than 50 feet), Demolition and Replacement Misc. Concrete	1	LS	\$ 8,000.00	\$ 8,000.00
5	Site Restoration	1	LS	\$ 500.00	\$ 500.00
6	Other: _____ _____ _____			\$	\$

TOTAL CITY Maintenance Shop Price:

\$ 64,800.00

Print Name: Paul Davis

Signature: Paul Davis

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #3 HWY 76 Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 8,400.00	\$ 8,400.00
2	Soil Erosion & Sediment Control	1	LS	\$ 500.00	\$ 500.00
3	Electrical Equipment and Installation	1	LS	\$ 55,000.00	\$ 55,000.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 6,000.00	\$ 6,000.00
5	Site Restoration	1	LS	\$ 500.00	\$ 500.00
6	Other: _____ _____ _____			\$	\$

TOTAL HWY 76 Pump Station Price:

\$ 70,400.00

Print Name: Paul Davis

Signature: Paul Davis

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Site #4 North Avenue Pump Station:

Item No.	Item	Quantity	Unit	Cost	Total
1	Contractor General Conditions	1	LS	\$ 7,000.00	\$ 7,000.00
2	Soil Erosion & Sediment Control	1	LS	\$ 500.00	\$ 500.00
3	Electrical Equipment and Installation	1	LS	\$ 55,000.00	\$ 55,000.00
4	Concrete Pads for Generator, Propane Tank Installation (1000 Gallons), Demolition and Replacement Misc. Concrete	1	LS	\$ 6,000.00	\$ 6,000.00
5	Site Restoration	1	LS	\$ 500.00	\$ 500.00
6	Other: _____ _____ _____			\$	\$

TOTAL North Avenue Pump Station Price:

\$ 69,000.00

Print Name: Paul Davis

Signature: *Paul Davis*

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

TOTAL BID PRICE:

Location	Price
Site #1: City Hall	\$ 47,000
Site #2: Maintenance Shop	\$ 64,800
Site #3: HWY 76 Pumpstation	\$ 70,400
Site #4: North Avenue Pumpstation	\$ 69,000
TOTAL	\$ 251,200

Print Name: Paul Davis

Signature: 

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Davis Power Solutions	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 2383 Pleasant Grove Rd	Requester's name and address (optional)
City, state, and ZIP code Bowman, GA 30624		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			

Employer identification number										
8	3		-	4	5	8	1	6	8	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 08/30/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kenneth Rhodes & Associates 2712 N Main St Anderson SC 29621	CONTACT NAME: Nikki Gibson PHONE (A/C No. Ext): (864) 225-8865 E-MAIL ADDRESS: ngibson@kra-ins.com	FAX (A/C No): (864) 231-7081
	INSURER(S) AFFORDING COVERAGE	
INSURED DAVIS POWER SOLUTIONS LLC 2383 PLEASANT GROVE RD BOWMAN GA 30624-1726	INSURER A: Selective Way Insurance	NAIC # 26301
	INSURER B: Auto-Owners Insurance Co	18988
	INSURER C: Selective Insurance America	12572
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 24-25 all lines REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 2537531	04/15/2024	04/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5361205700	11/18/2023	11/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			S 2537531	04/15/2024	04/15/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y	N/A		WC 9074407	06/14/2024	06/14/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Westminster 100 E Winsor St Westminster SC 29633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXPERIENCE AND REFERENCE

Bidder shall include a list of three references for similar work with bid response. References shall include project name, brief description and location of project, completed dollar amount of project, date completed, contact person's name for similar jobs completed.

1) Name of Project Owner: Perdue Agribusiness
Brief Description and location: Installed MCC building with 2000 Amp service, motor controls, and PLC panels
203 West Main St
Bowersville, GA
Completed Dollar Amount: \$ 241,000.00
Date Completed: 12/15/2023
Contact Person's Name: Nigel Kaas (757) 494-5549

2) Name of Project Owner: OJRSA - GC Cove Utility
Brief Description and location: Installed pump station with 125kw generator
190 Duck Pond Rd
Wahalla SC
Completed Dollar Amount: \$ 148,000.00
Date Completed: 06/30/2024
Contact Person's Name: Jeff Cattery (864) 505-5017

3) Name of Project Owner: City of Westminster
Brief Description and location: Chauga Raw Water VFD Building
1199 Chau Ram Rd
Westminster SC 29693
Completed Dollar Amount: \$ 262,000.00
Date Completed: 10/15/2022
Contact Person's Name: Diana Diesta (864) 647-3219

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

**CERTIFICATE OF
FAMILIARITY**

**Essential City Service Generators
GRANT#: FEMA-4542-DR-SC Project 0016
PROJECT CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized him/herself with the information contained within this entire solicitation and applicable amendments, submits the attached response, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this response is made without prior understanding, agreement, or connection with any corporation, Offerer or person submitting a response for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions set forth in this solicitation and certify that I have signature authority to bind the company listed herein.

Required with Bid: Bid Summary Form, Bid Bond of 5% (five percent) of the Total Bid Price, Certificate of Insurance, Complete Experience and References Form, Subcontractor Form, DBE Contractor Form, and this Certificate of Familiarity

MINORITY BUSINESS: Are you a minority business?

- ▶ Yes _____ (Women-owned /Disadvantaged) If yes, please submit a copy of your certificate with your response.
- ▶ No

2383 Pleasant Grove Rd
Mailing Address

Paul Davis
Printed Name

Bowman, CA 30624
City, State, Zip

President
Title

8/30/2024
Date
Number

706 680-6404
Telephone Number Fax

REMITTANCE ADDRESS

Davis Power Solutions
Company Name
the IRS)

Paul Davis
Authorized Signature (As registered with

2383 Pleasant Grove Rd
Address

paul@davispower.com
E-Mail Address

Bowman CA 30624

City, State, Zip

Fax Number

706 680-6404

Telephone Number

Toll Free Number

83-4581684

Federal Tax ID Number

Sales Tax Number

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

ACKNOWLEDGEMENT OF GENERAL GRANT CONDITIONS:

The undersigned hereby certifies that the bidder has read, understands, and agrees to the terms specified in APPENDIX C, and will provide documentation as required by the City of Westminster, SCEMD, FEMA, and other organizations as required by the City of Westminster..

Print Name: Paul Davis

Signature: Paul Davis

Title: President

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



Davis Power
Solutions

Davis Power Solutions
2383 Pleasant Grove Rd, Bowman, GA 30624
(706) 680-6404
paul@davispower.com

City of Westminster
100 E Winsor St, Westminster, SC 29693

Attn: Reagan Osbon,

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR SITE #1 CITY HALL:

(1) KOHLER 60RCLB GENERATOR, LIQUID COOLED, NG / LP, 120/240 1PH, 60HZ



- **Extreme Durability** - Every KOHLER RCL generator undergoes rigorous durability and reliability testing, ensuring longevity. The heavy-duty liquid-cooled engine performs exceptionally well during long runs in extreme heat conditions. Additionally, the aluminum powder-coated enclosure is designed to withstand any harsh weather conditions.
- **Innovative** - This generator's patented innovations include a three-fan, automotive-style cooling system that creates some of the lowest sound levels in its class.
- **Quiet** - Neighborhood-friendly, with weekly exercise volume that's similar to the ear sounds like a normal conversation.
- **Premium Warranty** - Kohler is known for extraordinary reliability and performance and backs that up with a 5- year or 2000 hour limited warranty that covers parts, labor and travel for the full warranty period.

ENGINE FUEL SYSTEM:

NG / LPG

ENCLOSED UNIT ACCESSORIES:

ALL WEATHER ALUMINUM HOUSING MOUNTED
CRITICAL SILENCER

CIRCUIT BREAKER & ACCESSORIES:

INSTALLED LINE CIRCUIT BREAKER - 250 AMPS

INSTALLED ELECTRICAL ACCESSORIES:

BATTERY RACK & CABLES

ADDITIONAL ITEMS & ACCESSORIES:

OIL DRAIN EXTENSION WITH VALVE

GENERATOR - FIVE (5) YEAR COMPREHENSIVE WARRANTY LUBE OIL

LITERATURE:

WE ARE QUOTING 1 SET OF STANDARD OPERATOR'S MANUALS. ADDITIONAL SETS AVAILABLE AT ADDITIONAL COST. PLEASE INQUIRE, IF REQUIRED.

AUTOMATIC TRANSFER SWITCH:

- The current Cummins ATS which we installed over a year ago will work with our proposed setup.
- If the City determines that they would prefer using a KOHLER ATS to match the one for the maintenance shop then Davis Power will install a KOHLER 400 AMP SE RATED AUTOMATIC TRANSFER SWITCH - MODEL RDT-CFNC-400ASEQS for adder of \$4,500.00

WARRANTY: WARRANTY IN EFFECT IS AS WRITTEN BY THE EQUIPMENT MANUFACTURER. THERE IS NO OTHER EXPRESSED OR IMPLIED WARRANTY UNLESS IN WRITING FROM THE MANUFACTURER. WRITTEN WARRANTY DOCUMENTS ARE AVAILABLE UPON REQUEST.

INCLUDED IN QUOTE:

(1) KOHLER MODEL 60RCLB GENERATOR WITH BLOCK HEATER

FREIGHT AND DELIVERY TO JOBSITE

STARTUP & TRAINING

Complete Installation as called out in appendix A technical specifications.

TOTAL:	\$47,000.00
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Warm regards,

Paul Davis
President



DAVIS POWER

Davis Power Solutions
2383 Pleasant Grove Rd, Bowman, GA 30624
(706) 680-6404
paul@davispower.com

City of Westminster
100 E Winsor St, Westminster, SC 29693

Attn: Reagan Osbon,

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR SITE #2 MAINTENANCE SHOP:

(1) KOHLER 60RCLB GENERATOR, LIQUID COOLED, NG / LP, 120/240 1PH, 60HZ



- **Extreme Durability** - Every KOHLER RCL generator undergoes rigorous durability and reliability testing, ensuring longevity. The heavy-duty liquid-cooled engine performs exceptionally well during long runs in extreme heat conditions. Additionally, the aluminum powder-coated enclosure is designed to withstand any harsh weather conditions.
- **Innovative** - This generator's patented innovations include a three-fan, automotive-style cooling system that creates some of the lowest sound levels in its class.
- **Quiet** - Neighborhood-friendly, with weekly exercise volume that's similar to the ear sounds like a normal conversation.
- **Premium Warranty** - Kohler is known for extraordinary reliability and performance and backs that up with a 5- year or 2000 hour limited warranty that covers parts, labor and travel for the full warranty period.

ENGINE FUEL SYSTEM:

NG / LPG

ENCLOSED UNIT ACCESSORIES:

ALL WEATHER ALUMINUM HOUSING MOUNTED
CRITICAL SILENCER

CIRCUIT BREAKER & ACCESSORIES:

INSTALLED LINE CIRCUIT BREAKER - 250 AMPS

INSTALLED ELECTRICAL ACCESSORIES:

BATTERY RACK & CABLES

ADDITIONAL ITEMS & ACCESSORIES:

OIL DRAIN EXTENSION WITH VALVE

GENERATOR - FIVE (5) YEAR COMPREHENSIVE WARRANTY LUBE OIL

LITERATURE:

WE ARE QUOTING 1 SET OF STANDARD OPERATOR'S MANUALS. ADDITIONAL SETS AVAILABLE AT ADDITIONAL COST. PLEASE INQUIRE, IF REQUIRED.

AUTOMATIC TRANSFER SWITCH:

- KOHLER 400 AMP SE RATED AUTOMATIC TRANSFER SWITCH - MODEL RDT-CFNC-400ASEQS

WARRANTY: WARRANTY IN EFFECT IS AS WRITTEN BY THE EQUIPMENT MANUFACTURER. THERE IS NO OTHER EXPRESSED OR IMPLIED WARRANTY UNLESS IN WRITING FROM THE MANUFACTURER. WRITTEN WARRANTY DOCUMENTS ARE AVAILABLE UPON REQUEST.

INCLUDED IN QUOTE:

(1) KOHLER MODEL 60RCLB GENERATOR WITH BLOCK HEATER

FREIGHT AND DELIVERY TO JOBSITE

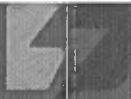
STARTUP & TRAINING

Complete Installation as called out in appendix A technical specifications.

TOTAL:	\$64,800.00
--------	-------------

Warm regards,

Paul Davis
President



Davis Power

Davis Power Solutions
2383 Pleasant Grove Rd, Bowman, GA 30624
(706) 680-6404
paul@davispower.com

City of Westminster
100 E Winsor St, Westminster, SC 29693

Attn: Reagan Osbon,

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR SITE #3 HWY76:

(1) KOHLER KG80R-QS4 GENERATOR, LIQUID COOLED, NG / LP, 277/480 3PH, 60HZ



- **Extreme Durability** - Every KOHLER KGR generator undergoes rigorous durability and reliability testing, ensuring longevity. The heavy-duty industrial liquid-cooled engine performs exceptionally well during long runs in extreme heat conditions.
- **Smart** - You get steady, high-quality power that protects your electronics from damage.
- **Advanced** - The APM402 controller with patented software is compatible with optional accessories that let you monitor your system remotely through your PC.
- **Premium Warranty** - We've got you covered with 5-year, 2,000-hour protection.
- A popular choice for light commercial applications. System is NFPA 110 , level 1 approved when equipped with the necessary accessories and installed per NFPA standards
- Excellent peak motor-starting capacity: KG80R: 237kVA at 240V
- Premium power quality Fast-Response™ permeant magnet excitation provides delivers exceptional digital voltage and frequency regulation for smart appliances and electronics
- Powered by Kohler KG6208TSD industrial-grade engine; operation speed 1800 rpm

ENGINE FUEL SYSTEM:

NG / LPG

ENCLOSED UNIT ACCESSORIES:

ALL WEATHER STEEL HOUSING MOUNTED
CRITICAL SILENCER

CIRCUIT BREAKER & ACCESSORIES:

INSTALLED LINE CIRCUIT BREAKER - 125 AMPS

INSTALLED ELECTRICAL ACCESSORIES:

BATTERY RACK & CABLES

ADDITIONAL ITEMS & ACCESSORIES:

OIL DRAIN EXTENSION WITH VALVE

GENERATOR - FIVE (5) YEAR COMPREHENSIVE WARRANTY LUBE OIL

LITERATURE:

WE ARE QUOTING 1 SET OF STANDARD OPERATOR'S MANUALS. ADDITIONAL SETS AVAILABLE AT ADDITIONAL COST. PLEASE INQUIRE, IF REQUIRED.

AUTOMATIC TRANSFER SWITCH:

- ASCO 300 SERIES 200A SE RATED AUTOMATIC TRANSFER SWITCH, 277/480 3PH, NEMA 3R (2 YEAR WARRANTY)

WARRANTY: WARRANTY IN EFFECT IS AS WRITTEN BY THE EQUIPMENT MANUFACTURER. THERE IS NO OTHER EXPRESSED OR IMPLIED WARRANTY UNLESS IN WRITING FROM THE MANUFACTURER. WRITTEN WARRANTY DOCUMENTS ARE AVAILABLE UPON REQUEST.

INCLUDED IN QUOTE:

(1) KOHLER MODEL KG80R GENERATOR WITH BLOCK HEATER

(1) ASCO 300 SERIES 200A SE RATED AUTOMATIC TRANSFER SWITCH, 277/480 3PH, NEMA 3R BATTERY

FREIGHT AND DELIVERY TO JOBSITE, OFFLOADING AND SETTING TO BE PROVIDED BY OTHERS

STARTUP & TRAINING

*Complete installation as called out in appendix A technical specifications.

TOTAL:	\$70,400.00
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ESTIMATED SHIPMENT: Generator: 22-24 WEEKS AFTER RECEIPT OF CUSTOMER ACCEPTANCE.

ATS: 10-12 WEEKS AFTER RECEIPT OF CUSTOMER ACCEPTANCE. Due to unprecedented industry-wide supply chain and labor constraints, the established and published factory lead-times we typically offer are now considered a good faith estimate and are subject to change for the near future. We cannot guarantee manufacturers' lead time, but we will endeavor to offer and acknowledge the most current estimated factory delivery. We apologize, but this is outside of our control.

22. "OR APPROVED EQUAL": Certain processes, types of equipment or kinds of materials are described in the specification and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size type, weight, color etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidders desire to furnish an item different from the specifications, vendor shall submit along with the bid, the information, data, pictures, designs, cuts, etc., of the materials they plan to furnish so as to enable the consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
23. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the City's specification (or approval deviations), must submit their proposal as an alternate bid.
24. CITY BUSINESS LICENSE: The successful contractor, prior to execution of the contract, must possess or obtain a City of Westminster Business License. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the contractor is not currently doing other business inside the City Limits. If the contractor is currently doing other business within the City limits of Westminster, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the City limits. Contact the City Business License Office at 864-647-3202 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Westminster.

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Company Name: Davis Power Solutions

Name: Paul Davis Title: President

Signature: Paul Davis Date: 09/30/2024

Telephone Number: 706 680-6404 Fax Number: _____

Address: 2383 Pleasant Grove Rd Bowman, GA 30624

Email: paul@davispower.com

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID