



**INVITATION FOR BIDS**  
and  
Contractual Requirements  
for

**Single Family Home  
Rehabilitation  
1714 Robin Road  
Conway SC 29527**

for  
*City of Conway  
US Department of Housing &  
Urban Development CDBG Funded Project*

**BID# 2019-01-031**  
**Due: 10:00 a.m., January 31, 2019**

*Prepared by:*

*Grand Strand Housing & CDC*

*1223 Winchester Court*

*Myrtle Beach SC 29577*

**Advertisement**

**INVITATION FOR BID**

The City of Conway is requesting bids from qualified and licensed contractors for rehabilitation work of a single family residence located at **1714 Robin Road, Conway SC 29527**. The contractor shall be required to complete work as specified and outlined in the Work Write-up Sheet included herein. Interested parties are invited to submit sealed bids for **BID# 2019-01-031 "Rehabilitation of a Single Family Home located at 1714 Robin Road, Conway SC 29527"** – to the office of the City of Conway Planning Department, **no later than 10:00 a.m., January 31<sup>st</sup> 2019**. **No facsimile, email or telephone bid submittals will be accepted.** The solicitation document (IFB) can be obtained by contacting Sam LoFaso at [lofasos@horrycounty.org](mailto:lofasos@horrycounty.org)

**This project is a U.S. Housing & Urban Development CDBG Funded Project and contingent upon funding availability. Therefore, all rules and regulations related to such funding will apply.**

**MANDATORY Pre-Bid Walkthrough will be held 10:00 a.m., January 17<sup>th</sup>, 2019, at 1714 Robin Road, Conway SC 29527. Non-attendees are not eligible to submit a proposal.**

Bids will be received in the office of the City of Conway Planning Department **no later than 10:00 a.m., January 31<sup>st</sup> 2019 local time**. Any bid submittal received later than the specified time/date will **NOT** be accepted/considered.

The City of Conway hereby notifies all those responding to this IFB that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this IFB, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contact Information for this Project:  
Sam LoFaso  
[lofasos@horrycounty.org](mailto:lofasos@horrycounty.org)  
843-915-7040

**###**

## INSTRUCTIONS TO BIDDERS

Sealed bids shall be enclosed and secured in an envelope/package and properly marked with **BID# 2019-01-031 "Rehabilitation of a Single Family Home located at 1714 Robin Road, Conway SC 29527"** and displayed on the outside of envelope/package bearing the name, license number (*if applicable*), address of bidder, bid number and project identification. No other information shall be included or written on the outside of the bid envelope/package. The City of Conway **shall not** be responsible for unidentified bids. Bids should be addressed to:

**City of Conway Planning Department  
206 Laurel Street  
Conway SC 29526**

Hand-delivered bids should be delivered to the same above referenced address.

**Please submit one (1) original and one (1) additional copy of bid response.**

Bids shall be submitted no later than **10:00 a.m., January 31<sup>st</sup> 2019** in the Office of the City of Conway Planning Department at the address stated above. **Bids received later than the 10:00 a.m. deadline will be considered "LATE BIDS" and will not be accepted.**

**This project is U.S. Department of Housing & Urban Development Grant funded and contingent upon funding availability. Therefore, all rules and regulations related to such funding will apply.**

**MANDATORY Pre-Bid walkthrough will be held 10:00 a.m., January 17<sup>th</sup>, 2019, at the Single Family Residence located at 1714 Robin Road, Conway SC 29527. Non-attendees are not eligible to submit a proposal.**

**Examination of Bid Document:** Prior to submitting a bid, each bidder shall carefully examine the Bidding documents, study and thoroughly familiarize himself with the specifications/requirements thereof and notify Owner of all conflicts, errors or discrepancies.

The bidder shall sign his bid correctly. All offers shall be entered in ink or typewritten. Bid proposals may be rejected if any omissions, alteration of form additions not called for, or any irregularities of any kind are shown. **The bid shall remain firm for not less than sixty (60) calendar days from the date of bid submission.**

The bidder's name and solicitation number shall be included when specifications or descriptive papers are submitted with the invitation for bid.

By submission of a bid, the bidder guarantees that all goods and services meet the requirements of the solicitation.

**When applicable**, Horry County currently pays eight percent (8%) sales tax. The tax rate for the City of Conway is eight percent (8%). The County is **NOT** sales tax exempt. **Sales Tax is expected to be included with the bidders pricing on the attached Work Write-up Sheet.**

**Questions:** All questions must be submitted **in writing** to [lofasos@horrycounty.org](mailto:lofasos@horrycounty.org) attention Sam LoFaso. Proper reference to this Invitation for Bid is required. **The deadline for submitting questions is 1:00 p.m., January 22<sup>nd</sup> 2019.** All changes in specifications shall be in writing in the form of an addendum. Verbal information obtained otherwise will not be considered in awarding of bids.

**Addendum to Bid:** If it becomes necessary to revise any part of this request for bids, an addendum will be provided in writing to all bidders receiving this request for bids. All amendments issued by Horry County must be acknowledged in writing by bidder. **It shall be the Bidder's responsibility to ensure he has all addenda which have been issued by contacting Sam LoFaso [lofasos@horrycounty.org](mailto:lofasos@horrycounty.org)**

**Site Examination and Assessments:** There will be a **Mandatory Pre-bid Walkthrough 10:00 a.m., January 17, 2019.** The bidder is responsible for visiting the project site before submitting a Bid in order to become familiar with the scope of work, site, and soil conditions. **Non-attendees are not eligible to submit a proposal.**

**Evidence of Qualifications:** To demonstrate qualifications for performance of work, bidders must be licensed to perform work in the State of South Carolina as evidenced by their contractor's license number appearing on the bid documentation. **Your company does not need to be based in South Carolina, but should be licensed to do business here, if awarded the contract.** **Failure to comply will be automatic grounds for rejecting the proposal as non-responsive.**

The successful bidder will complete a minimum of seventy percent (70%) of the work involved in the project construction. The remainder may be accomplished by the subcontractors which must be approved by the City of Conway or its designee in writing,

**Contract Award:** Award of contract will be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB and most advantageous. In determining the lowest responsive and responsible bidder, the City will consider/evaluate the bidders' past and current performance of other City contracts, to include factors such as timely delivery and guaranteed delivery date. The successful bidder will be expected to agree to the provisions contained in the attached "*Sample Construction Agreement*" by executing a copy of that contract. The bidder must include the following items or their proposal may be deemed non-responsive; a completed Write-up Work Sheet, a signed Bid Proposal Form, Non-Collusion Affidavit and Acknowledgement of Addenda, Bid Bond (when applicable), licenses, Drug-Free Certification, Anti-Lobbying Form, and Debarment Certification. The City reserves the right to accept or reject any and all bids, in whole or in part, that are deemed to be in the best interest of the City at its sole discretion.

**Contract Requirements Review Meeting(s):** At the discretion of the City, the apparent low bidder and major sub-contractors will be required to attend a Contract Requirements Review Meeting(s) with the Procurement Director, the Architect and the Owners Representative, within 5 days after receipt of bids. The General Contractor's designated Project Manager, Superintendent and Estimator shall be required to attend this meeting(s). The Project Manager, Superintendent, and Estimator for each of the following shall also be required to attend: Plumbing Sub-Contractor, Mechanical Sub-Contractor, Electrical Sub-Contractor, Site work Sub-Contractor, Roofing Sub-Contractor and Fire Protection Sub-Contractor. Additional review meetings including technical (field) representatives from the major suppliers may also be required. The Sub-Contractor's Project Superintendent shall lead that portion of the meeting that addresses their particular trade.

**Contractor Management by City of Conway Designee:**

The City of Conway manages a U.S. Housing and Urban Development CDBG grant. A portion of the grant is allocated each year for the rehabilitation of low income homeowner rehabilitation. The City of Conway provides oversight and partners with local nonprofit housing development agencies to facilitate the daily operations of the construction process. The successful contractor will coordinate construction with **Grand Strand Housing**, which will serve as the selected sub-sub recipient for the project. Communication and construction coordination after the bid is awarded shall initiate between the sub-subrecipient and contractor, with oversight from the City of Conway. Roles and responsibilities will be discussed at the time of the preconstruction meeting.

**Pre-construction Meeting:** The awarded bidder will enter into a contract with the property owner. A pre-construction meeting will be scheduled no later than ten (10) days after the bid opening or contract requirements review meeting, whichever is later. A *Sample Construction Agreement* is attached to this bid package.

**Compensation:** The Contractor and the City of Conway shall determine an appropriate pay schedule as a part of the Pre-Construction Meeting.

**Term of Contract:** The term of this contract shall be **forty five (45) calendar** days with the effective date the **date of the Homeowner's signature**. The successful bidder will be expected to execute and abide by the *Sample Contract Agreement* in Attachment A.

**Liability Coverage:** The successful bidder shall provide proof of all required insurance(s), including worker's compensation, premises, liability and general liability. Worker's compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors and vehicles used in premises/operations. Grand Strand Housing & CDC must be listed as an additional insured and must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

**Time of Completion:** The time of completion for all renovations to receive an "Acceptance of Work" will be **forty five (45) calendar days** from the start date. The contractor's start date shall be **no later than ten (10) business days** after receipt of the Notice to Proceed.

**Liquidated Damages:** Should the contractor fail to complete this contract and the work provided therein within the time fixed for such completion, the contractor shall become liable to the City of Conway for all loss and damage which the City may suffer on account thereof. It is agreed and understood that it will be difficult and impossible to ascertain and determine the actual damage which the City will sustain in the event of, and by reason of, such delay. It is therefore agreed that the contractor will pay to the City in liquidated damages the sum of **\$200.00** per day for each and every calendar day of delay beyond the time herein prescribed for finishing the work. In case same is not paid, the contractor agrees that the City may deduct the amount of liquidated damages from any money due or that becomes due the contractor under this contract. All deductions from any money due the contractor are considered to be liquidated damages and not a penalty.

The remedies provided for under this provision shall not be construed to limit, waive or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this Contract. Failure of the City to enforce the liquidated damages provision of the contract shall not constitute a waiver of the breach of the contract for failure to perform in a timely manner. Any extension of time will be in the form of a Change Order duly authorized and

signed by the appropriate City of Conway official, prior to contract completion date.  
The contractor shall not be charged with resulting damage if:

- A. The delay in completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to act of God, acts of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, strikes, freight embargoes, delays of subcontractors or suppliers arising from unforeseeable causes beyond their control; and
- B. The contractor, within ten (10) days from the beginning of such delay, unless the City grants a further period of time before the date of final payment under the Special Instructions notifies the City in writing of the cause(s) of delay. The City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the City's sole judgment, the findings of facts justify such an extension, and his findings of fact shall be final and conclusive on the parties.

**Grievance:** Any actual or prospective respondent who aggrieved in connection with this procurement or award of a contract may protest to the City Administrator. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with bid proposal requirement. Any grievance by a bidder shall be made known prior to any bid opening in accordance with invitation to bids.

**Freedom of Information Statement:** Procurement information shall be a public record to the extent required by Chapter 4 of Title 30, Code of Laws of South Carolina (1976, as amended) (The Freedom of Information Act), with the exception that commercial or financial information obtained in response to an "Invitation for Bids" which is privileged and confidential if so designated by the proposer shall be protected from disclosure. Such information must be clearly marked as "CONFIDENTIAL" by those submitting responses for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

**Legal Statement** - Responders to this IFB must disclose involvement in any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than Employment issues or Contracts not related to your professional work. Explain the issues in these cases (or the fact there are none) as part of your submittal. This solicitation will be conducted in accordance with the City of Conway Procurement Code and Regulation.

**Bidder Notices: The City of Conway and Grand Strand Housing** reserve the right to reject any or all bid proposals and further reserve the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interest of the City. Grand Strand Housing and the City shall be the sole judge as to whether bid proposals submitted meet all requirements contained in this procurement.

This solicitation does not commit the **City** or **Grand Strand Housing** to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods of services listed herein. Costs associated with proposal preparation, oral interviews or presentations shall be the Sole responsibility of the proposer.

The City of Conway hereby notifies all those responding to this IFB that, in accordance

with the provisions of the Civil Rights Act of 1964 (4 Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this IFB, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

*Remainder of this page intentionally left blank.*

**Required Form**

**BID PROPOSAL FORM**  
**IFB # 2019-01-031**  
**“Single Family Home Rehabilitation**  
**1714 Robin Road, Conway SC 29527”**

BID PROPOSAL FROM: (company name and address):

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

(hereinafter called "BIDDER"), organized and existing under the laws of the State of South Carolina).

TO: City of Conway

In compliance with your Invitation for Bid, BIDDER hereby proposes to perform all WORK for the construction and/or maintenance of the improvements as stated in the attached Work Write-Up Sheet and Specifications in strict accordance with the CONTRACT DOCUMENTS, within the time set forth and for the bid proposal amount.

By submission of this BID PROPOSAL, each BIDDER certifies that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the PROPOSAL with any other BIDDER or with any competitor.

BIDDER hereby agrees, if awarded this contract, to commence WORK under the contract on or before a date specified in the NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as provided in this INVITATION FOR BID.

BIDDER agrees to perform all work, or portions thereof, described in the INVITATION FOR BID as presented on the attached Required WORK WRITE-UP SHEET.

COMPANY \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

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

EMAIL \_\_\_\_\_

SC CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_



**Required Form**

**FORM OF NONCOLLUSION AFFIDAVIT  
(This Affidavit is Part of the Bid Proposal)**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ )  
**being first duly sworn, deposes and says that he/she is**

\_\_\_\_\_ )  
**(Sole owner, a partner, president, secretary, etc.)**

**of** \_\_\_\_\_ )

the party making the foregoing Bid Proposal that such Bid Proposal is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any Bidder or person to put in a sham Bid Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the bid proposal price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said bid proposal price, or that of any other Bidder to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Bid Proposal are true; and further, that such Bidder has not, directly or indirectly submitted this bid proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Bidder)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ State \_\_\_\_\_ County  
\_\_\_\_\_ Notary Public in and for

My commission expires \_\_\_\_\_, 20\_\_\_\_.

**Required Form**

**ACKNOWLEDGEMENT OF ADDENDA**

Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Company \_\_\_\_\_

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

Print Name \_\_\_\_\_

**REQUIRED FORM**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Non-procurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
Contractor's Signature

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

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_

## REQUIRED FORM

### BB. S.C. DRUG-FREE WORKPLACE (CONTRACTORS OTHER THAN INDIVIDUALS) - APPLICABLE TO CONTRACTORS RECEIVING \$50,000 OR MORE FROM A STATE AGENCY AND ALL STATE AGENCIES REGARDLESS OF CONTRACT AMOUNT.

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR –

- A. The applicant certifies that it will or 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 contractor'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-
    - (1) The dangers of drug abuse in the workplace;
    - (2) The contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation and employee assistance programs; and,
    - (4) 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 contract 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 contract, the employee will –
    - (1) Abide by the terms of the statement; and
    - (2) 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 conviction;
  - (d) 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 State Funding Agency. Notice shall include the identification number(s) of each affected contract;
  - (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 so convicted-
    - (1) 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
    - (2) Requiring such employees 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).

**B. DRUG-FREE WORKPLACE (CONTRACTORS WHO ARE INDIVIDUALS) - APPLICABLE TO CONTRACTORS RECEIVING \$50,000 or MORE FROM A STATE AGENCY.**

As required by the S.C. Drug-Free Workplace #593 of 1990 –

- (a) As a condition of the contract I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Typed Name and Title

**Required Form**

**ANTI-LOBBYING FORM**

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on  
(name and title of bidder's official)

behalf of \_\_\_\_\_ that:  
(name of bidder)

- (1) 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 awarding of any Federal contract, 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 contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_  
(signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

## **CONSTRUCTION AGREEMENT**

This Agreement is made on the **DATE**, between **Name** (homeowner) and **Name of Contractor** ("Contractor"), for reconstruction work that the Contractor is to perform at **Address of property** ("the Property").

**WHEREAS**, Homeowner applied to the **Name of Subrecipient Housing Rehabilitation Program** and was approved to receive federal grant funding to rehabilitate the Property;

**WHEREAS**, **Name of Subrecipient** has engaged Contractor, on behalf of and with Homeowner's approval, in submitting a sealed bid for rehabilitation work at the Property under the Rehabilitation Program; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, Homeowner and Contractor agree as set forth below.

1. Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services necessary to reconstruct the Property according to the drawings and specifications in the Bid Documents, Bid Attachments, and on the Work Write Up, Attachment "A," **DATE**. Contractor shall perform all work and provide all materials in a manner consistent with generally accepted standards governing the construction industry.
2. Homeowner is entitled to rescind all obligations and commitments under this Agreement within three (3) business days from the date of execution of this Agreement in accordance with the Homeowner's Right of Rescission, Attachment "B." If Homeowner elects to rescind this Agreement, Homeowner shall notify Grand Strand Housing of the intention to rescind. Upon Homeowner's exercising the Homeowner's Right of Rescission, all parties to this Agreement are released from obligation and commitments contained in this Agreement.
3. Contractor shall commence work within **ten (10)** business days of receiving a written Notice to Proceed, Attachment "C," but not before Homeowner's three-day Right of Rescission, Attachment "B," has expired or has been waived. Contractor shall complete work on the Property no later than **forty five (45)** calendar days after issuance of the Notice to proceed unless the contract time has been extended by a Change Order, signed by Homeowner and **Subrecipient**, as provided for in Paragraph 8 of this Agreement.
4. Notwithstanding the provisions in Paragraph 3, Contractor is excused from the **forty five** - day contract time requirement if delay is caused by any act or omission of **Subrecipient**, Homeowner, or any separate contractor employed by Homeowner; strikes; lockouts;

fires; unusual delay in transportation; unavoidable casualties; or causes completely beyond Contractor's control.

5. **Subrecipient** has determined that,
  - a. Homeowner agrees to use due care to avoid interfering with Contractor's completion of the work.
  - b. Homeowner agrees that to the best of Homeowner's ability, the Homeowner will avoid interfering with Contractor's progress on the job and to lessen the safety risks to Homeowner associated with Homeowner's being on the jobsite.
  - c. Homeowner agrees to vacate the premises during the construction process.
6. Homeowner shall allow Contractor to use, at no cost to Contractor, existing utilities such as lights, heat, electricity, and water necessary to the performance of work under this Agreement. Contractor shall not be responsible for the contents of the family's belongings once they are put in the storage container and secured.
7. Except for purposes of affording protection against any emergency endangering health, life, limb, or property, Contractor shall make no changes in the materials used or the specified manner of construction or supply additional labor, services, or materials beyond that required to complete the work according to the Bid, Attachment "A."
8. Contractor may request changes in the scope of work or project time under this Agreement by submitting a written request for a Change Order. Contractor shall include a detailed description of the requested change in work or contract time, the proposed change in cost or contract time, and a statement that Contractor will perform all work included in the Change Order in accordance with requirements under this Agreement except as modified by the Change Order. No Change Order is effective unless signed by **Subrecipient** and Homeowner.
9. Contractor shall obtain and pay for all licenses and permits necessary for the completion of work to be performed under this Agreement. If Contractor performs work contrary to governing laws, ordinances, or regulations, Contractor shall bear all costs arising from the nonconformity.
10. Contractor shall perform work in accordance with applicable local building codes and requirements.
11. Contractor is responsible for the quality of all work performed by Contractor, his employees, subcontractors, or subcontractors' employees. Contractor shall warrant all work for a period of one year from the date of Final Payment. Contractor shall correct



any defects in workmanship that appear within the one-year period at no cost to Homeowner or **Subrecipient**.

12. **Subrecipient shall** pay Contractor on Homeowner's behalf for satisfactory completion of the work on the Property. Homeowner shall make all necessary approvals to ensure that Contractor receives timely payment for the percentage of project completion to date. If Homeowner unduly delays Contractor's receiving payment, Grand Strand Housing may circumvent Homeowner approval requirements that are delaying the payment process.
13. Before **Subrecipient makes** Final Payment to Contractor, Contractor shall furnish to Homeowner a release of liens or claims for liens by subcontractors, laborers, and material suppliers for all completed work and installed materials.
14. Before **Subrecipient makes** Final Payment to Contractor, Contractor shall furnish to Homeowner all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement, and release of the Building Permit.
15. Contractor and Homeowner acknowledge that this project is funded with federal grant funds. Contractor and Homeowner shall allow **Subrecipient and** any local, regional, state, or federal government agent or their designees to access the work during all times Contractor is on site for inspection of the work, materials, equipment, personnel, and employee working conditions.
16. If local ordinances require inspection of the work, Contractor shall arrange for and be present during all inspections. If Contractor covers any work without first obtaining required inspections and approvals, Contractor shall uncover the work to permit inspection at Contractor's own expense.
17. Contractor shall maintain the premises in a clean and orderly manner during the course of work on the Property. Contractor shall remove all equipment, materials, and debris from the Property at the completion of work.
18. Contractor shall not use or allow to be used any lead-based paint in the work on the Property.
19. Termination.
  - a. If Contractor fails to fulfill any provision of this Agreement or fails to perform work as described in the Bid Documents, Bid Attachments and Work Write-Up, Attachment "A," Homeowner may deliver to Contractor written notice of

Termination of this Agreement. Homeowner shall allow Contractor ten (10) calendar days to cure the default before termination becomes effective.

- b. If **Subrecipient fails** to pay Contractor under **Subrecipient's** agreement with Contractor, Contractor may terminate this Agreement by providing to **Subrecipient** and Homeowner written notice of termination and allowing ten (10) calendar days to cure the default before termination becomes effective.
- c. Notwithstanding subparagraphs (a) and (b) of this provision, the Parties may mutually agree to terminate this Agreement if irreconcilable differences or disputes develop.

20. Contractor solely is responsible for the safety of all individuals performing work under this Agreement and for any damages to the Property occurring as a result of his acts or omissions.

21. Homeowner acknowledges that Contractor is responsible for the quality and conduct of work on the Property. Homeowner agrees to hold harmless the Horry County, United States Department of Housing and Urban Development, **Subrecipient**, and these entities' agents and assigns from liability and claims for damages for bodily injury, death, sickness, disease, or injury to property arising from Contractor's operations under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first written above.

**CONTRACTOR:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_  
Witness

**HOMEOWNER:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_  
Witness



Attachment C

**NOTICE TO PROCEED**

I, the undersigned, hereby authorize the Contractor to commence work on the property located at **Address, SC** within ten (10) business days after the execution of the Construction Agreement. However, Contractor shall not commence work before Homeowner's three-day Right of Recession, Attachment B, has expired or been waived. If the Contractor does not commence work within the specified time, the Homeowner, upon proper notification, may consider the Contractor to be in default.

The property will be available to the Contractor to perform the work stated in the Construction Agreement between the hours of 7:00 a.m. and 5:00 p.m., Monday through Sunday, unless otherwise specified by the Homeowner.

I acknowledge that the work will be considered completed when all items listed on the Bid Document, Bid Attachments and Work Write-Up, Attachment "A," and any Change Orders have been finished and all work has been inspected and approved by **Subrecipient** or any other required entity.

Homeowner \_\_\_\_\_ Date \_\_\_\_\_

---

Homeowner \_\_\_\_\_ Date \_\_\_\_\_

Attachment D

**SCOPE OF WORK AND SPECIFICATIONS**

(See attached Bid Documents, Bid Attachments and Work Write-Up)

I understand and agree that:

- All work done on my house, located at **Address**, S.C. has been pre-determined by the contractor, authorized by Grand Strand Housing & recorded on the Work Write-Up before construction begins.
- All funds authorized for the rehabilitation of my home will be used in their entirety; therefore, the only work permitted through this Rehabilitation Program will be what is itemized on the Work Write-Up at the time of my signature.
- Any additional work arrangement between the Contractor and Homeowner may not commence until the scope of work in this contract has been completed and the contractor has been paid by **Subrecipient**.
- No additional work can be done at my request.

\_\_\_\_\_  
HOMEOWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

			Work Write-Up			
<b>Homeowners Contact Information</b>			1714 Robin Rd.			
			Conway, SC 29527		3 Bedroom 1 bath Built 1972	
			Ivey Pertell		1053 SF finished area	
Location & Description of work	Quantity	Material	Labor	Total	Installation Notes/Specifications	Comments
<b>Exterior</b>						
<b>Windows</b>						
Install single hung vinyl windows	12				wrap exterior exposed wood with alum.	
with screens					trim coil, rework interior trim as needed	
<b>Fascia &amp; Soffit</b>						
Replace rotten wood / Fascia	32 LF					
Install aluminum trim coil on fascia	164 LF				remove existing vents on soffit	
and perforated vinyl on soffit	xxxxxxxx					
<b>Carport/Facade</b>						
Replace rotten T1-11 siding	128 SF				match existing finish/backside of utility room	
Pressure wash entire exterior	2027 SF				remove algae, mildew including carport ceiling	
Prep & Paint exterior of utility rm.	561 SF				Apply exterior grade paint to sufficiently cover	
& carport ceiling	xxxxxxxx			surface		
Install new 4x4 columns for carport	2				use treated lumber anchor top & bottom	
					include to paint columns	
Build ADA compliant ramp at carport entrance	19 LF				use treated lumber/provide pickets Per Code	
Repair concrete @ carport entrance	1				saw cut aprox 16"x7' area remove broken concrete	

					and patch back	
<b>Crawl Space</b>						
Build access door	1				use treated lumber & exterior hardware	
<b>Interior</b>						
<b>Living Room &amp; Hall</b>						
Power stretch carpet	1				remove all wrinkles	
<b>Bedroom#1(1st rm. On left)</b>						
Install 6lb. Padding & carpet	126 SF					
<b>Hall Bathroom</b>						
Install low threshold shower w/ seat	1				include plumbing upgrades & new fixtures	
Remove & Reinstall existing grab bars	3					
Install 3/4" quarter rnd. Trim	24 LF					
Prep & Paint walls,ceiling & trim	227 SF				Apply paint as needed for sufficient coverage	
<b>Plumbing</b>						
Install 50 gallon Elec. H.W. tank	1				in same location - Per Code	
<b>General Conditions</b>						
Trash Removal/Dumpsters						
Porta John						
Permit						
<b>Total</b>						
<b>Community Development Inspector:</b>	<b>Date:</b>				<b>Program Specialist:</b>	<b>Date:</b>