BID DOCUMENTS

BEAUFORT COUNTY, SC ADMINISTRATION BUILDING GENERATOR INSTALLATION

IFB # 2024-REQ-010

Prepared By: Beaufort County Procurement Services

Dated: Friday, October 9, 2026

Proposal Due Date: Tuesday, November 10, 2026, 3:00 pm (EST)

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this Invitation For Bid will ONLY be received electronically and must be submitted ONLINE, through the Procurement Portal, no later than 3:00 pm on Tuesday, November 10, 2026.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received through our secure Procurement Portal and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason.
- **All requested information and forms MUST be uploaded as indicated in the PROPOSAL SUBMITTAL Section. If you have a problem with your submittal, you may contact Support through the Procurement Portal.**

TITLE VI STATEMENT

COUNTY COUNCIL OF BEAUFORT COUNTY
Title VI Statement to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants

It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County assures that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs or activities on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not. The County is also committed to assuring every effort will be made to prevent the discrimination of low-income and minority populations as a result of any impact of its programs or activities. Beaufort County also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies, and activities on minority and low-income populations. Additionally, the County will take reasonable steps to provide meaningful access to services for persons with limited English proficiency. In addition, Beaufort County will not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. Beaufort County will, where necessary and appropriate, revise, update, and incorporate nondiscrimination requirements into appropriate documents, directives, and regulations.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 | Beaufort, SC 29901-1228
843-255-2304 Telephone | E-mail: dthomas@bcgov.net

INVITATION FOR BID

Dates Advertised: October 8,2026

This is a Formal Sealed Bid

We require Bids to be Electronically submitted through the Procurement Portal. Please go to https://procurement.opengov.com/portal/bcgov and sign up to submit your bid.

BIDS WILL BE RECEIVED UNTIL 3:00 pm LOCAL TIME ON Tuesday, November 10, 2026.

Bid Title: Beaufort County, SC Administration Building Generator Installation Bid No: 2024-REQ-010

PREBID CONFERENCE: A Pre-Bid conference will be held on Wednesday, October 21, 2026 at 2:00 pm p.m. virtually through Teams. This is a Non-Mandatory meeting; all interested bidders and subcontractors are encouraged to attend. Teams: This is a virtual meeting. Email victoria.moyer@bcgov.net for an invite.

All questions must be submitted through the Procurement Portal no later than 5:00 pm on Thursday, October 29, 2026.

A Bid Tabulation Will Be Posted On The Procurement Portal After Bid Opening.

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90). In compliance with the Invitation, and subject to all conditions thereof, the Offeror agrees, if this bid is accepted within (90) days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within N/A after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, the Offeror agrees to complete this proposed contract in less than thirty (30) calendar days after issue date of purchase order.

I M P O R T A N T

IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE, SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

Bids received after the time specified for opening cannot be considered.

BID INVITATION

Beaufort County, SC Administration Building Generator Installation
2024-REQ-010

Sealed bids submitted through the Procurement Portal will be received electronically until 3:00 pm on Tuesday, November 10, 2026 at which time responses to this request will be recorded in the presence of one or more witnesses in the Procurement Services Department. A Bid Tab will be posted on the Procurement Portal for:

Beaufort County, SC Administration Building Generator Installation

A PRE-BID conference will be held on Wednesday, October 21, 2026 at 2:00 pm p.m. virtually through Teams. This is a Non-Mandatory meeting; all interested bidders are encouraged to attend. WebEx: This is a virtual meeting. Email victoria.moyer@bcgov.net for an invite.

Bid documents are available through the Procurement Portal at https://procurement.opengov.com/portal/bcgov.

Beaufort County reserves the right to reject all proposals and to waive minor informalities and irregularities.

All Bids shall be accompanied by a Bid Bond drawn in favor of the Beaufort County Treasurer of Beaufort County, Beaufort, South Carolina, in the amount of at least five percent **(5%)** of the bid for the complete work: such Bid Bond representing that the Bidder, if awarded a contract, will promptly enter into a contract and furnish Performance Bond and Payment Bond as provided by law and approved by the attorney for Beaufort County, South Carolina. Each bond shall be equal one hundred percent **(100%)** of the contract amount. A copy of the Bid Bond or Certified Check must be electronically sent with your bid documents through the Procurement Portal, as indicated in the Vendor Questionnaire Section. The original Bid Bond or Certified Check must be received by the Procurement Services Department within **10 days** after the bid due date. Failure on the bidder's part to provide a copy of the Bid Bond or Certified Check by the Bid closing date and time will be considered as a nonresponsive bid and rejected by the County. The Bid Bond shall be forfeited to the **County Council of Beaufort County, South Carolina** as liquidated damages if the Bidder fails to execute the contract and provide Performance and Payment Bonds within fourteen **(14)** days after being notified that he has been awarded the Contract.

The successful bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations. County permits shall be required as applicable, but the fee shall be waived.

This waiver shall apply to the Beaufort County permit fee only and not to any "City or Town" permit fee and/or licenses, when applicable.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

Bidders must certify that they do not and will not maintain or provide for their employees any facilities, which are segregated on the basis of race, color, creed, or national origin.

The Beaufort County Council reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidders in preparation of any part of, or total package for this project will not be handled for reimbursement by Beaufort County or their representatives.

The Bidding Documents consist of the following, including all addenda issued there with and forms referenced therein, in addition to the drawings:

1. Bid Documents
2. Contract
3. General Conditions
4. Supplemental Conditions
5. General Provisions
6. Special Provisions
7. Specifications

Bid opening will be held at the **Procurement Services Department.** There will be no Public Bid Opening. A Bid Tabulation will be posted on the Procurement Portal.

SCOPE OF WORK

SCOPE OF WORK

1.1 Scope of Work

The successful Respondent shall provide the following scope of services:

The awarded vendor shall provide a **complete, turnkey generator solution**, which includes, but is not limited to:

- Supply of the emergency generator unit
- 350 KW Diesel Genset
- High voltage monitoring system/ Phase Monitor
- Estimated Delivery 90-350 days
- Installation to include wiring and main disconnect (Critical)

- **Automatic Transfer Switch (ATS)**
- **Voltage regulators and monitors**
- All **required electrical wiring and conduit installation**
- Concrete pad or base installation
- Integration with existing systems and controls
- Startup, testing, and commissioning
- Warranty registration and documentation
- Operational and maintenance training for County staff
- Provide all trenching, backfilling, site work, sidewalk work and site work as required.
- Complete installation of the architectural screen wall as required.
- Be responsible for all permits and business licenses as required.

All requirements are described in detail in the **attached specifications**, which must be adhered to in any submitted bid.

Turnkey Installation Requirement

To preserve the **manufacturer's warranty**, the generator and associated equipment must be installed by **qualified personnel** capable of delivering a complete turnkey service. Vendors unable to meet this requirement or who only offer partial services (e.g., equipment-only sales) may be disqualified.

1.2. CONTRACTOR RESPONSIBILITIES

The Contractor/Design-Builder shall:

1. Verify existing field conditions prior to beginning work.
2. Protect existing improvements and utilities.
3. Coordinate all work to minimize disruption to patrons.
4. Obtain all required permits and inspections unless otherwise stated in the Contract Documents.
5. Maintain a clean, orderly, and safe work site.
6. Provide appropriate public protection, barriers, signage, and safety controls.
7. Remove all construction debris.
8. Dispose of debris in accordance with applicable regulations.

9. Restore areas damaged as a result of construction activities.
10. Coordinate utility interruptions with the Owner.
11. Perform final testing and operational verification of all modified mechanical and electrical systems.
12. Provide operating and maintenance information.
13. Provide warranties and manufacturer's documentation.
14. Provide record/as-built documentation.
15. Coordinate all subcontractors.
16. Provide the County with a complete list of subcontractors performing work on the project prior to commencement of such subcontractor's work.
17. Provide all required supervision and project management.
18. Protect materials and equipment during transportation and installation.
19. Provide all necessary equipment for loading, unloading, staging, and installation.
20. Maintain required insurance, licenses, permits, and bonds as specified by the County.
21. Comply with all applicable County, state, and federal requirements.

1.3. PERMITTING AND AGENCY COORDINATION

The Contractor shall be responsible for preparation and coordination of all documents required for permits and approvals unless specifically excluded in the Contract Documents.

Services shall include:

- Permit applications;
- Agency coordination;
- Utility coordination;
- Revisions;
- Resubmittals;
- Inspection coordination;
- Final approvals.

The Contractor shall coordinate with applicable local, state, federal, utility, environmental, building, and other regulatory agencies.

1.4. CONSTRUCTION ACCESS AND PUBLIC PROTECTION

The project site is located in an area used by patrons.

The Contractor shall coordinate construction operations to minimize disruption to the public.

The Contractor shall provide, as applicable:

- Construction barriers;
- Warning signs;
- Pedestrian controls;
- Temporary protection;
- Safe access routes;
- Dust control;
- Noise control;
- Debris control;
- Daily housekeeping;
- Protection of existing public facilities.

No construction materials, equipment, debris, or vehicles shall be left in a manner that creates an unreasonable hazard to the public.

1.5. SUBCONTRACTORS AND CONSULTANTS

The selected Contractor shall provide the County with a complete list of proposed subcontractors, consultants, suppliers, and manufacturers.

No subcontractor shall commence work without the required notification and/or approval established by the Contract Documents.

The Design-Builder shall remain responsible for the performance of all subcontractors and consultants.

SMALL AND MINORITY BUSINESS PARTICIPATION

PLEASE REVIEW THIS SECTION CAREFULLY, PAYING PARTICULAR ATTENTION TO "PRE-AWARD DOCUMENTS" DUE WITH THE BID/PROPOSAL,

THE "GOOD FAITH EFFORTS CHECKLIST", AND EXHIBITS 1-3.

FAILURE TO FOLLOW THE PROGRAM REQUIREMENTS AND/OR FURNISH THE REQUESTED DOCUMENTS MAY RESULT IN THE REJECTION OF YOUR BID/PROPOSAL.

PRE-AWARD DOCUMENTS

Item/Form		SubmissionRequirements
1	**Program Overview**	n/a
2	**Self-Performance Affidavit** Indicates intention to perform work and/or provide services with own current workforce.	Due with bid/proposal **only if** self-performing 100%.
3	**Good Faith Efforts Checklist** Indicates the actions undertook to recruit and solicit small and minority businesses for this project.	**Due with bid/proposal.**
4	**Good Faith Agencies Distribution List** Indicates agencies that should receive notice of solicitation to small and minority businesses for this project.	Copy of notice sent to good faith agencies **due with bid/proposal.**
5	**Outreach Written Notice Example** Sample of notice to be sent to small and minority businesses soliciting their participation for this project.	Copy of notice sent to small and minority businesses **due with bid/proposal.**
6	**Non-Discrimination Statement – Exhibit 1** Certification that this project is open to all businesses and persons and that no business or person shall be excluded from participating in the Beaufort County procurement process.	**Due with bid/proposal.**
7	**Outreach Documentation Log – Exhibit 2** Documents solicitation efforts to obtain small and minority business participation for this project.	**Due with bid/proposal.**

8	**Proposed Utilization Plan – Exhibit 3** Listing of the small and minority businesses that will participate on this project and their proposed contract dollar amounts.	**Due with bid/proposal.**

POST-AWARD DOCUMENTS

Item/Form		SubmissionRequirements
9	**Compliance Efforts** If the successful bidder/proposer, indicates the actions required to earnestly carry out the small and minority business utilization plan and document payments thereof.	n/a
10	**Monthly Compliance Status Report – Exhibit 4** Certifies monthly usage and payments to small and minority businesses.	Due monthly after work commences throughout the life of the contract.

*** NOTE: Projects involving Federal funds may have Disadvantaged Business Enterprise (DBE) participation goals and requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation (USDOT), or other Federal requirements prescribed by the U.S. Department of Agriculture (USDA) or U.S. Department of Housing and Urban Development (HUD). Contractors submitting bids on such projects will also have to meet any outlined DBE Program requirements listed in the bid documents and submit items, including but not limited to, the following: (1) Certification of Contractor to Comply with DBE Requirements; (2) DBE Letter of Intent and Affirmation; (3) DBE Contract Totals and Percentage; and (4) Bidder's List Questionnaire. For a current list of South Carolina DBE firms, please visit www.scdot.org and go to "*Doing Business with SCDOT*", then see "*Office of Business Development and Special Programs*" and click on "*DBE Directory*". Likewise, any USDA and/or HUD requirements must be met in addition to Beaufort County's requirements.**

PROGRAM OVERVIEW

Introduction

Beaufort County recognizes that the South Carolina General Assembly, in South Carolina Code of Laws Section 11-35-5210*, has declared that businesses owned and operated by minority persons have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses; and that it is in the state's best interest to assist minority-owned businesses to develop fully as a part of the state's policies and programs which are designed

to promote balanced economic and community growth throughout the state. Therefore, Beaufort County wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in its overall procurement process for goods and services. Further, Beaufort County seeks to ensure that small businesses are likewise afforded the same participation opportunity as minority businesses. Consequently, attention of all bidders and proposers is called to contract conditions contained herein pertaining to Beaufort County's "**Small and Minority Business Participation Program**", as prescribed in the Beaufort County Code of Ordinances Section 2-537.2.

Definitions

Small Business means a for-profit concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in the Code of Federal Regulations, Title 13, Part 121, as amended. Beaufort County refers to these businesses as ***Small Business Enterprises*** or "**SBE**".

Minority Business means a concern at least fifty-one percent (51%) owned by a person determined to be socially and economically disadvantaged. *Socially disadvantaged* means those persons who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group without regard to their individual qualities. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, women and other minorities to be designated by the Beaufort County Council. *Economically disadvantaged* means those socially disadvantaged persons whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged. Beaufort County refers to minority businesses as ***Minority Business Enterprises*** or "**MBE**".

Small and Minority Business Enterprises will be abbreviated as "S/MBE".

Provisions

The successful bidder or proposer, hereafter referred to as "Contractor", is required to (1) make specific **Pre-Award "Good Faith Efforts"** to recruit S/MBE and (2) **Post-Award "Compliance Efforts**" of its labors to utilize S/MBE, unless self-performing one hundred percent (100%) of the contract work. Falsification of any pre-award or post-award documents will be considered a serious breach of public trust and funds.

* SOUTH CAROLINA CODE OF LAWS, CHAPTER 35 "SOUTH CAROLINA CONSOLIDATED PROCUREMENT CODE, SUBARTICLE 1 "ASSISTANCE TO MINORITY BUSINESSES"

COMPLIANCE EFFORTS (POST-AWARD)

The successful Contractor is required to fulfill any Small and Minority Business Enterprise (S/MBE) commitments made in conjunction with the "Pre-Award Good Faith Efforts", unless good cause is demonstrated for any failure to fulfill such commitment.

If the Contractor intends to make any substitutions for any reasons, the Beaufort County Compliance Office must be notified in writing within ten (10) business days for discussion and approval. No Contractor shall enter into an agreement with any S/MBE that would in any manner limit the S/MBE from selling or acting as a subcontractor to any other party.

Beaufort County shall have the right to inspect the Contractor's records related to activity and expenditures to S/MBE utilized on its projects, to include related contracts/purchase orders and payment records, such as cancelled check copies. Further, designated Beaufort County personnel are permitted access to all work sites. Contractors and their staff should take measures to cooperate fully with all Beaufort County staff, including, but not limited to the Procurement Services Director and Compliance Officer.

"Post-Award Compliance Efforts" require the Contractor to not only provide monthly reports regarding activity and expenditures to S/MBE, but also to maintain related records throughout the life of the project regarding its efforts to comply with the Small and Minority Business Participation Program. The "Monthly Compliance Status Report" must be submitted to the Compliance Office until the project ends, by the fifth (5th) day, reflecting the activity of the previous month.

After the County receives a monthly status report marked as "final", the Contractor will be issued an affidavit to certify totals regarding S/MBE usage throughout the life of the project.

All questions regarding "Post-Award Compliance Efforts" should be directed to the Compliance Office vie e-mail at dthomas@bcgov.net or (843) 255-2304.

VENDOR QUESTIONNAIRE

Certification*

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid 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 of this bid and certify that I am authorized by the firm to submit this bid.

☐ Please confirm

*Response required

Contact information of authorized representative?*

Please enter name, title, phone and email of the authorized representative:

*Response required

Please Provide Licenses and Certificate of Insurance*

*Response required

100% Labor and Material Payment Bond*

If awarded, you will be required to submit a 100% Labor and Material Payment Bond when requested.

Please note, this is NOT due at the time of bid submission.

☐ Please confirm

*Response required

Bidder Confirmation*

1. **BIDDER** has examined all Contract Documents including Addenda.
2. **BIDDER** understands and accepts the terms and conditions of the Invitation to Bid, Instructions to Bidders, and all other Contract Documents.
3. **BIDDER** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the process stated below, proposed to enter into a contract with the County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.
4. **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

☐ Please confirm

*Response required

Communications*

Communications concerning this Bid should be addressed to the **BIDDER**'s company, to the attention of:

Name:
Address:
Email:
Telephone:

*Response required

Are you submitting this bid as a local vendor?*

☐ Yes
☐ No

*Response required

When equals "Yes"
Local Vendor Preference - Participation Affidavit*
Please download the below documents, complete, and upload.

- Local_Vendor_Preference_-_P...

*Response required

Non-Collusion Affidavit of Prime Bidder*
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

*Response required

Will you be using subcontractors?*
☐ Yes
☐ No

*Response required

When equals "Yes"
Non-Collusion Affidavit of Subcontractor*
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

*Response required

Certification By Contractor Regarding Non-Segregated Facilities*
Please download the below documents, complete, and upload.

- Certification_By_Contractor...

*Response required

Business Organization
Type of Business Organization:*
☐ Corporation
☐ Individual
☐ Partnership
☐ Joint Venture
☐ Other

*Response required

If you selected "Other" for your type of business, please explain:*
*Response required

If applicable, please provide name of partners and additional information below:*
Names of Partners:
Date of Organization:
Type of Partnership:
List of General Partners:
Name, Address, & Phone No:
Years of GP:

If not applicable, please state N/A.

*Response required

If your agency is a Corporation:*
If your agency is a Corporation, please provide the State of Incorporation.

If NOT incorporated in South Carolina, please provide the following:

- State Corporation Commission Registration Number
- Date of Incorporation:
- Federal ID Number
- Officers
    - Name
    - Address
    - Phone No.
    - Position
    - Years In

If your agency is NOT a corporation, please state N/A.

*Response required

Are you a Subchapter S Corporation?*
☐ Yes
☐ No

*Response required

When equals "Yes"

Please provide Subchapter S Shareholders:*
Name:
Address:
Phone No:

*Response required

If individually owned:*

- Sole-proprietor's
  - Name:
  - Address:
  - Phone No:
  - Years in business:

*Response required

Have you ever operated under another name?*
☐ Yes
☐ No

*Response required

When equals "Yes"
Please provide all other business names and addresses of principal place of business for each business:*
Also provide:

- Number of years in business under each name
- Contractor’s license number in each state in which a business was operated

*Response required

Bonding

Bid Bond*
Upload your Bid Bond here. Bid Bond must be 5% of your Bid Price

*Response required

Please provide the Bonding information:*

- Bonding Agent
  - Name
  - Address

- Telephone Number (including area code)
- Contact Person

- Bonding Company
  - Name
  - Address
  - Telephone Number (including area code)
  - Contact Person
  - Best's Key Rating of bonding company
- Number of years this bonding company has acted as surety for you
- Bonding Capacity: Maximum single job size
  - Total bonding limit

*Response required

Do you intend to use any alternative form of security*

☐ Yes
☐ No

*Response required

When equals "Yes"
Indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)*
Also provide:

- Form of Secuirty
- Bank or Savings & Loan
- Contact
- Address & Phone No.

*Response required

Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?*

☐ Yes
☐ No

*Response required

When equals "Yes"
State the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. *
*Response required

Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?*
☐ Yes
☐ No

*Response required

When equals "Yes"
State the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)*
*Response required

Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:
In the last in the last five years, received any fines or citations for building code violations which were unrelated to design?*
☐ Yes
☐ No

*Response required

When equals "Yes"
Provide the name, address, telephone number, contact person, and circumstances relating to the question.*
*Response required

Ever been found to be guilty of charges relating to conflicts of interest:*
☐ Yes
☐ No

*Response required

When equals "Yes"
Provide the name, address, telephone number, contact person, and circumstances relating to the question.*
*Response required

Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery?*

☐ Yes

☐ No

*Response required

When equals "Yes"

Provide the name, address, telephone number, contact person, and circumstances relating to the question.*

*Response required

In the last five years, been found guilty of any minority contracting law violations?*

☐ Yes

☐ No

*Response required

When equals "Yes"

Provide the name, address, telephone number, contact person, and circumstances relating to the question.*

*Response required

In the last five years, pleaded no contest in any criminal proceeding related to contracting?*

☐ Yes

☐ No

*Response required

When equals "Yes"

Provide the name, address, telephone number, contact person, and circumstances relating to the question.*

*Response required

Ever been disbarred from doing Federal, state, or local government work for any reason?*

☐ Yes

☐ No

*Response required

When equals "Yes"

Provide the name, address, telephone number, contact person, and circumstances relating to the question.*

*Response required

Ever been terminated on a contract due to your default?*

☐ Yes

☐ No

*Response required

When equals "Yes"

Provide the name, address, telephone number, contact person, and circumstances relating to the question.*

*Response required

In the last five years, paid liquidated damages for being late on a project?*

☐ Yes

☐ No

*Response required

When equals "Yes"

Provide the name, address, telephone number, contact person, and circumstances relating to the question.*

*Response required

In the last five years, been subject to tax collection proceedings?*

☐ Yes

☐ No

*Response required

When equals "Yes"

Provide the name, address, telephone number, contact person, and circumstances relating to the question.*

*Response required

In the last seven years, filed for bankruptcy?*

☐ Yes

☐ No

*Response required

When equals "Yes"

Provide the name, address, telephone number, contact person, and circumstances relating to the question.*

☐ Yes

☐ No

*Response required

When equals "Yes"
Under what chapter of bankruptcy did you file?*
*Response required

When equals "Yes"
If you filed under Chapter 11 Reorganization, how long did you operate under this status?*
If this does not apply, please state N/A.

*Response required

When equals "Yes"
Are you operating under Chapter 11 status now?*
☐ Yes
☐ No

*Response required

Safety

Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body?*
☐ Yes
☐ No

*Response required

When equals "Yes"
State date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.*
*Response required

When equals "Yes"
List your worker's compensation experience modifier for the last three years.*
*Response required

References

Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.*

- Architects/Engineers:
- Major Subcontractors:
- Financial Institutions:

*Response required

Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

The contractor certifies:*

The contractor certifies, by submission of this bid or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance.

☐ Yes
☐ No

*Response required

When equals "Yes"

Explain fully if it has been involved in any litigation involving performance. *

*Response required

Small and Minority Business Participation Program

DO WE WANT TO ENTER ALL THE INFO ON THIS FORM?

Are you a Small or Minority Business ?*

☐ Yes
☐ No

*Response required

When equals "Yes"

Upload your Small/Minority Documentation*

Please note that the proposed utilization plan document is still required. You may put your company in that list.

*Response required

Are you self-performing 100%?*

☐ Yes
☐ No

*Response required

When equals "Yes"

Self-Performing 100% Affidavit*
Please download the below document, complete, and upload.

- Self_Performance_Affidavit.pdf

*Response required

When equals "No"
Good Faith Agencies Distribution List*
Please download the below documents, complete, and upload.

Pre-award efforts include the following "good faith efforts" for Contractors intending to use subcontractors, or the bid/proposal may be rejected.

If using subcontractors, return this page (and required supporting documents) with your bid/proposal.

- Divide and/or combine scope of work packages into economically feasible units, **if possible.**
- Send a written notice **at least ten (10) business days prior** to the bid/response due date of your intent to submit a bid/response, and express interest in receiving quotes thereof to (1) potential S/MBEs **and** (2) "good faith agencies":
    - The written notice should contain the Contractor's name and contact information; project name; project number; scope of work/bid packages available for subcontracting; information on availability of plans and specifications; and the Contractor's company policy regarding insurance, bonding, and financial requirements, if any.
- Submit with the bid/proposal, copies of the written notice sent specifically to S/MBEs, along with the fax transmittal
  confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
- Submit with the bid/proposal, copies of the written notice sent specifically to the "good faith agencies", along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
- Complete and submit Exhibits 1-3 with all requested supporting documentation (where applicable):
    - Exhibit 1: Non-Discrimination Statement
    - Exhibit 2: Outreach Documentation Log

- Exhibit 3: Proposed Utilization Plan

- Non-Discrimination_Statemen...
- Outreach_Documentation_Log.pdf
- Proposed_Utilization_Plan.pdf
- Outreach_Written_Notice_Exa...
- Good_Faith_Efforts_Checklis...

*Response required

INSTRUCTIONS TO BIDDERS

DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the General Conditions and Supplementary Conditions have the meanings assigned to them therein.

CONTACT DURING BIDDING PROCESS

Vendors shall only contact Procurement Services during the bidding process. Any vendor that does not comply with this is at risk of being disqualified.

INSURANCE REQUIREMENTS

1. INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, contractor/vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P. O. Drawer 1228, Beaufort, SC 29901, Attention: Risk Management Director, and with a special notation naming Beaufort County as an additional insured on the liability coverages. Minimum coverage shall be as follows:
   A. Worker's Compensation Insurance – Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his or her employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws. Employers Liability minimum limits required $500,000

B. Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: $1,000,000 Each Occurrence/ $2,000,000 General Aggregate and $2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.

1.3 Comprehensive Automobile Liability Insurance – The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicles, of at least $500,000 COMBINED SINGLE LIMIT.

1.3.1 ADDITIONAL INSURANCE REQUIREMENTS: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of $2,000,000

1.3.2 Builders Risk/Instillation **(For Construction Projects Only)** Contractor is to provide Builders Risk/Instillation coverage at finished replacement cost value. The coverage is to include building materials in transit or at the job site location.

1.3.3 Professional Liability (Errors & Omissions): **(For Professional Services Only**) Professional Liability Insurance protects against losses that occur when a "professional" errors in judgement, planning, and design could result in economic loss to the entity or county. In order to determine if Professional Liability should be required ask yourself: Is the professional licensed or certified (i.e. architects, consultants, auditors, attorneys, engineers, etc.)? Required if a contractor is performing any type of design/build for a particular project.

The vendor shall maintain a limit no less than $1,000,000 per occurrence:

D. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

E. The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited, until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

F. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

CONTRACT DOCUMENTS

1. Bidder should verify that the Contract Documents are complete in the number of documents as indicated by the List of Documents, and in the number of pages in each document.
2. Bidder must use a complete set of Contract Documents in preparing Bid; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Contract Documents.
3. Bidder has the responsibility prior to submitting Bid to examine the Contract Documents thoroughly and submit questions through the Procurement Portal. Bidder is encouraged to visit the construction site prior to submitting a Bid.
4. Addenda may be issued to modify the Contract Documents in response to notifications made by Bidders, or for other reasons. Addenda will be posted through the Procurement Portal at least five days prior to Bid opening. If addenda are required to post less than five calendar days prior to Bid Opening, then it shall be the responsibility of the Bidder who considers that the issued addenda does not provide sufficient time to address the Bid, notify the owner, by phone and in writing of the need to delay the Bid Opening. The owner shall then notify all prospective bidders via email and through the Procurement Portal of the revised Bid Opening Date.

5. Bidders shall check the Procurement Portal to verify the number, if any, of Addenda issued.

ORGANIZATION OF CONTRACT DOCUMENTS

1. The Bid form contains understandings and representations made by Bidder in submitting the Bid; in addition, the Schedule of Items is included.
2. The form of Notice of Award and Agreement, which may be executed by the Owner with the Successful Bidder, is incorporated in the Contract Documents.
3. The General Conditions incorporated in the Contract Documents are the **STANDARD GENERAL CONDITIONS OF THE BEAUFORT COUNTY, SOUTH CAROLINA CONSTRUCTION CONTRACT**
4. The actual amendments or supplements to the Standard General Conditions are made in the Supplementary Conditions by reference to the specific article or paragraph so amended or supplemented. The Supplementary Conditions may also contain additional paragraphs incorporating language required by South Carolina contract law.
5. The General Requirements of the Specifications contain additional amendments and supplements to the Standard General Conditions of the Construction Contract with regard to general and administrative matters and contain details for the Work of this Contract.
6. The Technical Requirements of the Specifications may cover a breakdown of the Goods and/or Service by Sections; solely for reference and payment, and not for dividing Goods and/or service among subcontractors or suppliers. Each section includes general information on the Work included, and method of payment. Items in the Technical Sections for which payment is to be made are listed in the Schedule of Items in the Bid Form.
7. The drawings are complementary to the Specifications to show size, form, location and arrangement of various elements of the Work.
8. The Supervision and Superintendence Section of the Special Provisions may contain additional instruction, conditions or directions directly related to the contract or Work of the Contractor.
9. The General Conditions indicates that information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer shall not assume responsibility for the accuracy or completeness thereof.

10. Bidder, prior to submitting a Bid, may conduct at bidder's expense any additional examinations, investigations, explorations and tests pertaining to subsurface and physical conditions, and to Underground Facilities, which are deemed necessary by Bidder to determine an appropriate Bid for performing and furnishing the work in accordance with the Contract Document. Owner will provide Bidder with access to the site for the purpose set forth in this paragraph upon agreement of the Bidder to restore the site as nearly as possible to its original condition.
11.

SCHEDULE OF PRICES

Bidder, with regard to completing the Schedule of prices of the Bid Form, is advised as follows:

1. The Owner, a public body, is not exempt from South Carolina State Sales and Use Taxes and equipment to be incorporated in the Work, and such taxes shall be included in with price Bid.
2. The quantities indicated for Unit Price Work, if any, are estimates and not guaranteed and final payment will be based on actual quantities constructed.
3. The Agreement, if made, will be on the basis of materials and equipment indicated in the Drawings or specified in the Specifications without consideration of possible substitute items.
4. The lands upon which the Work are to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.
5. The amount Bid for each item must be written in words where indicated; these written entries shall control with regard to price of the Bids received.

SUBMISSION OF BIDS

1. Bidder must provide all information requested in the Vendor Questionnaire thereto by appropriate entries handwritten in ink or typewritten.
2. If Bidder is, a joint venture set forth the full name of the identity or identities comprising the joint venture. Each joint venture must sign in the manner indicated for the respective form of ownership as set forth in these Instructions to Bidders.
3. Bidder must submit a Bid Security made payable to the Beaufort County Treasurer in an amount of not less than five percent **(5%)** of the total amount indicated in the Bid Form,

in the form of a certified or bank check or a Bid Bond issued by a surety authorized to do business in South Carolina.

4. Bids including Bid Security and other required documents, shall be submitted as indicated in the advertisement for Bids.
5. Bids may be modified or withdrawn by a document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

DISPOSITION OF BIDS

1. **OWNER** any time prior to Bid opening may withdraw the advertisement for Bids and not accept Bids. Any Bid received under this circumstance will be returned, unopened to Bidder.
2. **OWNER** may open Bids and (unless obviously non-responsive) read aloud publicly.
3. **OWNER** will reject Bids other than the three (3) apparent lowest responsible bids and return Bid Security for rejected Bids within ten (10) business days after the date of Bid opening.
4. **OWNER** may hold the three (3) apparent lowest responsible Bids subject to acceptance for ninety (90) days after the day of the Bid opening; and the Bid security of these Bidders will be returned as follows: (1) to the unsuccessful Bidders within three (3) business days after a Notice of Award is made to Successful Bidder, and (2) to the Successful Bidder after the Agreement is executed and the required contract security furnished.
5. **OWNER**, in evaluating Bids, will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, and of the data, as may be requested by the Bid Form.
6. **OWNER** reserves the right to reject any and all Bids, to waive any informality and to reject nonconforming, non-responsive, unbalanced or conditional Bids.
7. **OWNER** may conduct reasonable investigations as deemed necessary to assist in the evaluation of Bids and to establish the responsibility, qualifications and financial ability of Bidders to perform and furnish the Work in accordance with the Contract Documents.
8. The Beaufort County Council reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidders in preparation of any part of, or total package for this project will not be handled for reimbursement by Beaufort County or their representatives.

AWARD OF CONTRACT

1. **OWNER**, if the Contract is awarded, will award it to the lowest responsible Bidder. The lowest Bid will be determined based on the total of the Bid price for each item as indicated in words in the Bid Form. The written entries will control over numerical entries regardless of whether there are arithmetic discrepancies between the written amount and the numerical entries.
2. **OWNER** will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening, if the Contract is to be awarded.
3. **OWNER'S** Notice of Award to the Successful Bidder will be transmitted with the required number of unsigned counterparts of the Agreement.
4. Successful Bidder, within fourteen **(14)** days after receiving Notice of Award shall sign and deliver the required number of counterparts of the Agreement to Owner with the required Bond. Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment bonds.
5. Bidder, in submitting Bid, understands and agrees that the Bid security may be forfeited as liquidated damages, and not as a penalty, if the Bidder is determined to be Successful Bidder and thereafter fails to execute the Agreement and furnish the required Bonds within the stipulated time.
6. **OWNER**, within ten **(10)** days after receiving the Agreement and bonds, shall deliver one signed counterpart to Contractor, and thereby establish the effective Date of the Agreement.
7. The successful Bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations. County permits shall be required as applicable, but the fee shall be waived. This waiver shall apply to the Beaufort County permit fee only and not to any "City or Town" permit fee and/or licenses, when applicable.

COMMENCEMENT OF CONTRACT TIME

1. **OWNER** may give **CONTRACTOR** a Notice to Proceed within thirty **(30)** days after the Effective Date of the Agreement and indicate therein the day on which the Contract Time will commence to run or shall ensure a Special Provision has been provided to the Contractor (if demolition is NOT included in the Work).

CONTRACT TIME

Work shall be complete no later than 120 calendar days after the receipt of equipment

START AND COMPLETION OF WORK

The Bidder agrees to promptly commence the Work with adequate force and equipment within Vendor agrees to begin installation within 5 days of receiving equipment. calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision. Contractor shall complete all work not later than 120 calendar days upon receipt of equipment. calendar days following the date of the Notice to Proceed or IAW any Special Provision by the Owner.

RIGHT TO PROTEST

1. Any actual bidder who is aggrieved in connection with the award of a contract may protest to the Procurement Services Director. The protest shall be submitted in writing within fourteen (14) days of the Bid opening. The protest must be accompanied by a detailed statement indicating the reasons for such protest.
2. Authority to Resolve Protest. The Procurement Services Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an actual aggrieved bidder, concerning the award of the contract.
3. Decision. If the protest is not resolved by mutual agreement, the Procurement Services Director shall issue a decision in writing within ten **(10)** days of receipt of the written protest. The decision shall:
    A. State the reasons and describe the actions taken; and
    B. Inform the protestant of its right to administrative review as provided in this Section.
4. Notice of Decision. A decision under Subsection (3) of the Instructions to Bidder shall be noticed by certified mail to the protestant and any other party intervening.
5. Rights to Review
    A. Any person adversely affected by the decision appeals administratively within **(10)** Days after receipt of decision to the County Council in accordance with this section.
    B. Any protest taken to County Council or court shall be subject to the protestant paying all of Beaufort County administrative costs, attorney fees and court costs, when it is determined that the protest is without standing.
6. Litigation
    A. Any litigation arising out of this Bid Award or subsequent contract or agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina and the fourteenth Judicial Circuit.

LIQUIDATED DAMANGES

Liquidated Damages are set at $400 per calendar day.

PROGRESS PAYMENTS

Vendor will be paid on a percentage complete basis with a submission of monthly invoices.

SCHEDULE OF PRICES

The Work shall be completed in accordance with the Schedule of Prices set forth by **BIDDERS** in the Bid Form - Schedule of Prices.

AGREEMENT

BIDDER will, if this Bid is accepted by Owner, enter into the Agreement included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents.

BEAUFORT COUNTY STANDARD CLAUSES

CONTRACTUAL REQUIREMENTS

1. OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.
2. NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is $10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.
3. BUSINESS LICENSE In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III,* as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.beaufortcountysc.gov or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
4. ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this solicitation.
5. **INSURANCE REQUIREMENTS**: Prior to commencing work/delivery hereunder, contractor/vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P. O. Drawer 1228, Beaufort, SC 29901,

Attention: Risk Management Director, and with a special notation naming Beaufort County as an additional insured on the liability coverages. Minimum coverage shall be as follows:

A. Worker's Compensation Insurance – Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his or her employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws. Employers Liability minimum limits required $500,000

B. Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations
Liability subject to the following minimum limits:
$1,000,000 Each Occurrence/ $2,000,000 General Aggregate and $2,000,000 Products/Completed Operations Aggregate naming Beaufort County as an additional insured.

C. Comprehensive Automobile Liability Insurance – The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicles, of at least $500,000 COMBINED SINGLE LIMIT.

   a. ADDITIONAL INSURANCE REQUIREMENTS: Umbrella Liability Insurance – Contractor shall have and maintain, during the life of this contract, Umbrella Liability Insurance with a minimum limit of $2,000,000

   b. Professional Liability (Errors & Omissions): Professional Liability Insurance protects against losses that occur when a "professional" errors in judgement, planning, and design could result in economic loss to the entity or county. In order to determine if Professional Liability should be required ask yourself: Is the professional licensed or certified (i.e. architects, consultants, auditors, attorneys, engineers, etc.)? Required if a contractor is performing any type of design/build for a particular project.
   The vendor shall maintain a limit no less than $1,000,000 per occurrence:

6. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

   A. The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited, until fifteen (15) days

after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

B. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	General Requirements--Payment and performance bonds. General conditions. Temporary restroom, lay down fencing, dumpster.	1	lump sum		
2	Existing Conditions--Layout, tree protection, erosion/sediment control.	1	lump sum		
3	Concrete--Generator pad, screen wall footers, sidewalk work.	1	lump sum		
4	Masonry--Screen wall and accompanying work.	1	lump sum		
5	Metals--Concrete filled steel gate posts, galvanized steel gate and hardware.	1	lump sum		
6	Wood/Plastic/Composites--Miscellaneous lumber	1	lump sum		
7	Thermal and Moisture Protection--Liquid applied waterproofing and exterior insulation and finish system (EFIS)	1	lump sum		
8	Interior Finishes--Remove, store and re-install accoustical ceiling tiles. Gypsum board on metal studs shroud at conduit. Gypsum board repair and painting.	1	lump sum		
9	Earthwork--Excavation. Perforated foundation drain. #57 stone.	1	lump sum		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
10	Exterior Improvements--Concrete sidewalk repair. Fine grading and sod installation. Landscaping. Relocate existing sign.	1	lump sum		
11	Equipment--Diesel Generator and transfer switch.	1	lump sum		
12	Electrical--Conduit and wiring and labor to install.	1	lump sum		
13	Diesel Fuel--see notes in attached electrical plans.	1	lump sum		
14	All testing/commissioning/close out documentation as required by plans.	1	lump sum		
TOTAL					

STANDARD GENERAL PROVISIONS

STANDARD GENERAL PROVISIONS OF THE
BEAUFORT COUNTY, SOUTH CAROLINA CONSTRUCTION CONTRACT

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GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

APPLICABLE CODE REQUIREMENTS - The term "Applicable Code Requirements" means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction of the County, Contractor, and Subcontractor, the Project site, the Work, or the prosecution of the Work.

APPLICATION FOR PAYMENT - The term "Application for Payment" means the submittal from the Contractor wherein payment for certain portions of the Work is requested in accordance with Article 9.

BIDDER – The term "bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

BENEFICIAL OCCUPANCY - The term "Beneficial Occupancy" means the County's right to make use of or otherwise occupy any part of the Work in accordance with Article 9.

CERTIFICATE FOR PAYMENT - The term "Certificate for Payment" means the approval of Contractor Application for Payment in accordance with Article 9.5.

CHANGE ORDER - The term "Change Order" means a Contract Document authorizing one of more of the following: a change in the Work, and adjustment in the Contract Sum, an adjustment in the Contract Time in accordance with Article 9.

CLAIM – See paragraph 4.3, Claims, of the General Conditions.

CONTRACT - The terms "Contract" means the written agreement between the Contractor and the County set forth in the Contract Documents.

CONTRACT DOCUMENTS - The "Contract Documents" consist of all documents listed in Article 5 of the Agreement.

CONTRACT MODIFICATION - The term "Contract Modification" means an executed Change Order.

CONTRACT PRICE - The term "Contrast Price" means the amount of compensation payable by the County for completion of the Work in accordance with the Contract Documents.

CONTRACT SCHEDULE - The term "Contract Schedule" means the graphical representation of a practical plan to complete the Work within the Contract Time in accordance with Article 3.

CONTRACT TIME - The term "Contract Time" means the number of days set forth in the Agreement within which full completion of the Work must be achieved.

CONTRACTOR - The term "Contractor" means the person of firm identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

COUNTY – The term “County” means Beaufort County, South Carolina.

COUNTY’S REPRESENTATIVE – The term “County’s Representative” means the person or firm identified as such in the Agreement.

DAY - The term “day” as used in the Bidding Requirements and the Contract Documents shall mean calendar day, unless otherwise specifically stated.

DEFECTIVE WORK - The term “defective Work” means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of the County’s Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

DRAWINGS - The term “Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the List of Drawings.

EXCUSABLE DELAY – The term “Excusable Delay” means a delay that entitles the Contractor to an adjustment of the Contract Time but not an adjustment to the Contract Price, pursuant to Articles 7 and 8 of the General Conditions.

EXTRA WORK – The term “Extra Work” means Work beyond or in addition to the Work required by the original Contract Documents, pursuant to Article 7 of the General Conditions.

FIELD ORDER – The term “Field Order” means a written order by the County which requires minor changes in the Work but does not involve a change in the Contract Price or Contract Times.

FINAL COMPLETION - The term “Final Completion” means the point at which the Work has been fully completed in accordance with the Contract Documents as determined by the County Engineer.

GENERAL CONDITIONS - The term “General Conditions” refers to the General Conditions of the Construction Contract, as included in the Contract Documents.

GENERAL REQUIREMENTS – The term “General Requirements” means the General Requirements of the Specifications which is the part of the Contract Document which amends or supplements the General Conditions with regard to Specifications.

PROJECT - The term “Project” means the total construction of which the Work performed under the Contract Documents may be the whole or part and which may include construction by separate contractors and/or the County. The Project may be identified by name, location, and/or project number in the Contract Documents.

SEPARATE CONTRACTOR - The TERM “Separate Contractor” means a person or firm under separate contract with the County performing other work at the project site which affects the Work performed under the Contract Documents.

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES - See Paragraph 3.11, Shop Drawings, Product data, and Samples, of the General Conditions

SPECIFICATIONS - The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

SUBCONTRACTOR - The term "Subcontractor" means a person or firm that has a contract with the Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes subcontractors of al tiers.

SUBSTANTIAL COMPLETION - See Paragraph 9.8, Substantial Completion, of the General Conditions

SUCCESSFUL BIDDER – The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner makes an award.

SUPERINTENDENT - The term "Superintendent" means the person designated by Contractor to represent Contractor at the Project site in accordance with Article 3.

TIER - The term "tier" means the contractual level of a Subcontractor or supplier with respect to the Contractor. For example, a first-tier Subcontractor is under subcontract with the Contractor, or a second-tier Subcontractor is under subcontract with the first-tier Subcontractor, and so on.

UNEXCUSABLE DELAY - The term "Inexcusable Delay" means a delay that does not entitle the Contractor to an adjustment of the Contract Sum and does not entitle the Contractor to an adjustment of the Contract Time.

WORK - The term "Work" means the construction and services required by the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the project.

WORK CHANGE DIRECTIVE – See paragraph 7.4, Work Change Directive, of the General Conditions.

1.2 Contract Document Interpretation

A. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. except as may be otherwise stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the Contract Documents and the provisions of any standard, specification, manual, code or instruction incorporated by reference into the Contract Documents , or the provisions of any Laws or Regulations applicable to the performance of the Work unless such an interpretation would result in violation of such Law or regulation. If there is any conflict between the provisions of the Contract Documents and any referenced

provisions, the language of the Contract Documents will take precedence over that of any standard specification, manual or code.

B. The following order of precedence shall govern the resolution of any disputes or ambiguities arising from this contract and the mutual intent of the parties (in order of priority). The Beaufort County Procurement Code will prevail over the Special Supplementary Conditions of this contract. Special and Supplementary Conditions of this contract will prevail over the standard form of agreement; the modified standard form of agreement shall prevail over the specifications, and the specifications shall prevail over the drawings and general conditions.

C. The Contract Documents are intended to include and require all items which are necessary for the proper execution and completion of the Work.

D. Interpretations of the Drawings and Specifications and their intent, which are necessary to the proper execution, and completion of the Work will be made by the County's Representative or Architect/Engineer. Words which have well known technical or trade meanings are to be interpreted in accordance with such recognized meanings. Contractor shall refer issues concerning interpretation and compliance with the contract documents and plans and specifications to the County's Representative in writing, or the architect/engineer in writing. The County's Representative or Architect/Engineer will review such requests with reasonable promptness and within any time limits agreed upon. The County may consider the interpretation and decision of the Architect/Engineer and issue a decision after consultation with the Architect/Engineer. Failure by the claimant to give written notice as set forth above within thirty days shall result in Architect/Engineer's decision being final and binding upon the County and Contractor. The County's decision shall be final.

E. The organization of the Specifications into divisions, sections, or articles, and the arrangement of the Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

F. In the event of an inconsistency between Drawings and Specifications or within either document, the better quality or greater quantity of work shall be provided, at no additional cost to the Owner.

ARTICLE 2

COUNTY

2.1 Provided by the County

The County shall furnish survey's describing the physical characteristics and legal limitations required to perform the Work.
The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of the County. Contractor shall report to the County's representative or Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or monuments by professionally qualified personnel. As for utility locations for the contract site, the Contractor is encouraged to contact independent utility locators, such as Palmetto Utility Locations (1-800-922-0983), to verify and locate utilities. The Contractor shall bear all costs and all risks for proper location and/or damage or destruction to utilities in place.

2.1 Right to Stop the Work

The County may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract Times.

2.2 Right to Carry Out the Work

If the Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and fails within 2 working days after receipt of notice from the County to promptly commence and thereafter diligently continue to completion the correction of such failure, the County may, without prejudice to other remedies the County may have, correct such failure at Contractor's expense. In such case, the County will be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of the County's Representative, Engineer, and County's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to the County.

ARTICLE 3

CONTRACTOR

3.1 Contractor's Qualifications

Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this qualification. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.

3.2 Contractor's Responsibility

Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this qualification. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this qualification or to the contract.

3.2.1 The Contractor will be required to assume sole responsibility for the complete effort, as required by this solicitation. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

3.3 Review of Contract Documents and Field Conditions by Contractor

A. The Contractor shall carefully study and compare each of the Contract Documents with the others and with the information furnished by the County, and shall promptly report in writing to the County's Representative any errors, inconsistencies, or omissions in the Contract Documents. Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing Work. If the Contractor performs any construction activity which Contractor knows or should know involves an error, inconsistence, or omission without notifying and obtaining the written consent of the County's Representative, the Contractor shall be responsible for the resultant losses, including without limitation, the costs of correcting the Work.

B. Contractor shall be responsible for all direct costs to County resulting from Contractor's errors and omissions in his interpretation of construction documents and the performance or work under the Contract Document, or those of his subcontractors and suppliers, and shall be responsible for all additional Architect/Engineer fees and other costs related to correcting such errors and omissions. Such additional costs shall include Architect/Engineer Punch List, inspection(s) or the Building Codes Enforcement inspections, as such, re-inspections are made necessary where no Certificate of Substantial Completion and/or Occupancy Permit could be issued because of Contractor's unsatisfactory performance or preparation on the date the original inspection was scheduled and performed.

C. County shall furnish to Contractor one (1) copy of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

3.4 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:
• those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and
• those drawings of physical conditions in or relating to existing surface or subsurface

structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any Claim against County, County's Architect/Engineer, or any of Architect's/Engineer's Consultants with respect to:

• the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

• other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

• any Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.

3.5 Supervision and Construction Procedures

Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means: methods, techniques, sequences, procedures and the coordination of all portions of the Work. Contractor shall be responsible to the County for acts and omissions of Contractor's agents, employees, and Subcontractors, and their respective agents and employees. Contractor shall not be relieved of Contractor's obligations to perform the Work in accordance with the Contract Documents either by acts or omissions of the County or County's Representative in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons or firms other than the Contractor. Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work. Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work.

3.6 Labor and Materials

The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents. Only manufactured and farm products of the United States, preferably in the State of South Carolina shall be used as materials in the prosecution of the Work under this contract.

Contractor shall warrant that all equipment and materials provided under this Contract are new, merchantable, and fit for the purpose intended.

3.7 Contractor Warrantee

Contractor warrants to the County that all materials furnished under this Contract will be of good quality, new, and free of liens, claims, and defects, and that the Work will conform professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and free from all faults, defects or errors and in compliance with the requirements of the Contract Documents. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within (1) one year of final payment for the Work, the Contractor shall, at the County's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the County , or refund to the County, the charge paid by the County , which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance of the Work provided by other Contractors.

3.8 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the contractor. The County, as a public body, is not exempt from South Carolina State Sales and Use Taxes on materials and equipment incorporated in the Work, and said taxes shall be included in the Unit Price. Contractor is responsible for obtaining and executing the forms necessary for claiming the exemption.

3.9 Permits and Fees

Unless otherwise provided in the Supplemental Conditions, the Contractor shall obtain and pay for all permits, licenses, and certificates required for the proper execution and completion of Work under this Contract. When electrical, water, and/or gas service is included in the specifications, everything necessary to make the system operational, including any and all utility company connection/equipment charges, shall be included in the bid. This shall apply even when permit fees are waived. Contractor shall, at its own expense, meter and pay the cost of the water supply, electrical, light and power, heat, and telephone services during construction of the project. Connection to existing facilities for temporary services and their distribution for the construction work shall be installed in a manner and location subject to approval of the owner. When temporary service lines and meters are no longer required, they shall be removed by the Contractor. Any part of the permanent service lines, grounds, and buildings of the permanent service lines, grounds, and buildings are disturbed or damaged by the installation and/or removal of the temporary service lines, they shall be restored to their original condition by the Contractor in an amount satisfactory and subject to the County's approval.

3.10 Supervision

Contractor shall supervise, inspect, and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but Contractor shall not be

responsible for the negligence of the County or the Engineer in the design or specification of a specific means, method, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the complete Work complies accurately with the Contract Documents.

3.11 Schedules Required of the Contractor

A. Contractor shall start Work no later than ten (10) days after receipt of the Notice to Proceed. Before the commencement of Work, the Contractor shall submit a computerized schedule of the work necessary to complete the project to the County's Representative for review at the time of the pre-construction meeting. Approved computer formats are Microsoft Project, SureTrac/Primavera or approved equal. The Estimated Progress Schedule as submitted by Contractor for review by the County's Representative shall provide an orderly progression of the Work to completion within the Contract Time, and shall indicate starring and completion dates for the various stages of the Work. The dates so indicated on the schedule are hereby made time of the essence.
   • Contractor shall provide a monthly update to the progress schedule to the County's Representative. All costs for furnishing and updating the progress schedule shall be included in the price bid.

B. The preliminary progress schedule and updated progress schedules shall represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time shall not be acceptable. Schedules showing the Work completed in less than the Contract Time, may be acceptable if judged by County's Representative to be practical, however acceptance of such a schedule shall not change the Contract Time. The Contract Time, not the schedule time, shall control in the determination of liquidated damages payable by Contractor under Article 8 of the Agreement in the determination of any delay under Article 8 of the General Conditions.

C. If a schedule showing the Work completed in less than the Contract Time is accepted, Contractor shall not be entitled to extensions of the Contract Time for Excusable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

D. Contractor shall provide a separate schedule for the submittal of shop drawings and samples for County approvals. The preliminary schedule of Shop Drawings shall include a list of proposed Shop Drawings with the proposed time of submission for each keyed to the estimated progress schedule described in these General Conditions. The Schedule of Shop Drawings shall be adjusted, if necessary, to reflect any changes in the estimates on the adjusted progress schedule.

E. Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. For each Work item and monthly period, the estimated percentage completion shall be tabulated. Unit Price Work shall be estimated based upon quantities given in the Bid Form. The total percentage for each Work item should equal 100 percent.
• The schedule of values shall be adjusted during the performance of the Work, if necessary, to reflect actual and estimated conditions.

3.12 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by Contractor, County's Representative, and others as appropriate will be held to review for acceptability to County's Representative as provided below the schedules submitted in accordance with paragraph 3.8

B. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to County's Representative.
• The progress schedule will be acceptable to County's Representative if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on County's Representative responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
• Contractor's schedule of Shop Drawing and Sample submittals will be acceptable to County's representative if it provides a workable arrangement for reviewing and processing the required submittals.
• Contractor's schedule of values will be acceptable to County's Representative as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

3.13 As Built Documents

Contractor shall maintain one set of As-Built drawings and specifications at the project site, which shall be kept up to date during the Work of the Contract. All changes which are incorporated into the Work which differ from the documents as drawn and written shall be noted on the As-built set. Notations shall reflect the actual materials; equipment and installation methods used for the Work and each revision shall be initialed and dated the Contractor's Superintendent.

3.14 Substitutions

A. Bids shall be based on the exact materials specified. The specified products have been used in the design of the Project and in the preparation of the Drawings and Specifications, and as such establish minimum standards of function, dimension, appearance, and quality necessary for the Project. Equivalent products of other manufacturers may be acceptable, if, in the judgment of the County's Representative or Architect/Engineer, they meet the standards of the Specifications. The burden of proof of equality rests with the Contractor. The Contractor shall submit in writing any requests for substitutions. Shop Drawings that are submitted to the Architect do not constitute a request for substitution. Materials not specified or accepted as equivalent shall not be acceptable for installation.

B. Unless the specifications or description provides for "or equal", "equivalent", or other similarly descriptive words, the Contractor shall provide the material or items as specified. Contractor may submit, by written application, items for County's Representative or Architect/Engineer review as "equal" if:
• In the County Representative's or Architect's/Engineer's sole discretion, an item is functionally equal to and similar in that no change to the Work will be required, it may be considered by the County's Representative or Architect/Engineer as an "equal" item, in which instance review and approval of the proposed item may, in the County Representative's or Architect's/Engineer's sole discretion be accomplished without compliance to some or all of the requirements for approval of substitute items. In such cases the item shall be determined by the County Representative or Architect/Engineer to be at least equal in quality, durability, strength, appearance, and design criteria, and it will meet the design performance requirements equally well, and Contractor certifies that there is: i) no increase in cost to the County, and (ii) it will conform to the requirements of the item named in the Contract Documents.

C. Prior to initiating the written application required under paragraph 3.12B of the General Conditions, Contractor shall briefly outline the proposed substitute to the extent necessary for the County's Representative or Architect/Engineer, if deemed appropriate by the County's Representative or Architect/Engineer, to estimate the cost of engineering services for any redesign which may be required for evaluating a proposed substitute. The County Representative's or Architect's/Engineer's estimate shall be incorporated in the Contractor's application for the proposed substitute in the itemization of estimated costs required in accordance with paragraph 3.12B of the General Conditions. The County Representative's or Architect's/Engineer's estimate will also serve to advise Contractor of the reimbursement to County when evaluation so indicates.

3.15 Shop Drawings and Samples

A. Contractor shall submit six (6) copies of Shop Drawings to the County's Representative for review and approval in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall also submit Samples to the County's Representative, in accordance with the schedule of Shop Drawing and Sample Submittals. Contractor shall have determined and verified fit, form, function, performance criteria, and coordinated each Shop Drawing or Sample with the other Shop Drawings or Samples and with the requirements of the Work and the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Work.

B. Any Work performed prior to County's Representative review and approval of the pertinent submittal will be at the sole expense and responsibility of the Contractor. The Contractor shall submit structural, mechanical, and electrical shop drawings in the form of one sepia and three black or blue line prints; all other shop drawings in the form of one sepia and two black or blue prints.

C. Contractor shall not be relieved of the responsibility for deviations from the requirements of the Contract Documents by County Representative's review of Shop Drawings, Product Data, Samples or other similar submittals, unless Contractor has specifically informed County's Representative at the time of the submittal and County's representative has given written approval of the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by County Representative's review, acceptance, comment, or approval thereof.

D. Final approval of all materials shall be contingent on Shop Drawing acceptance, compliance with the Specifications and performance criteria, and acceptable installation. General approval to utilize a product does not relieve the supplier or Contractor of meeting Specification requirements.

E. Other submittals required under the Contract Documents shall be made in the same number of copies as required for Shop Drawings, unless otherwise indicated.

3.16 Use of Site and Clean Up

The Contractor shall confine operations at the project site to areas permitted by the Construction Documents. Contractor shall, during the performance of the Work keep the project site and surrounding area free from accumulation of waste materials and rubbish cause by Contractor. Contractor shall not unreasonably encumber the Project site with materials or equipment. Contractor shall remove all waste material and rubbish cause by the Contractor; tools; equipment;

machinery; and surplus materials from the project site and surrounding area at the completion of the Work.

3.17 Access to Work

The County's Representative, employees, and consultants and other persons authorized by the County shall at all times have access to the Work whenever it is in progress.

3.18 Hours of Work

The hours of Work for the Project shall be consistent with the hours of normal operation of the Beaufort County Engineer, unless otherwise specified within the Supplemental Conditions. That is Monday through Friday from 8:00 a.m. to 5:00 p.m. The County Engineer may agree to waive these time requirements upon written request from the Contractor. The Contractor is made aware that the hours accumulated by the Engineer and/or his staff process, working, or otherwise attending to the Contract as it relates to overtime hours generated by the Contractor's work hours or delinquencies, shall be assessed to the Contractor. The Beaufort County pay scale will govern with County employees wage rates as applicable. Reimbursement would be processed as a contract reduction via a supplemental agreement or Change Order.

3.19 Concealed or Unknown Conditions

A. Except and only to the extent provided otherwise in Articles 7 and 8 of the General Conditions, by signing the Agreement, Contractor agrees:
   • To bear the risk of concealed or unknown conditions, if any, which many be encountered in performing the Contract; and
   • That Contractor's bid for the Contract was made with full knowledge of this risk.
   In agreeing to bear the risk of concealed or unknown conditions, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, concealed and/or unknown conditions shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

B. Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions: The information is made available for the convenience of Bidders and is not parts of the Contract. The County has not determined the accuracy or completeness of such information, and all such information is made available to Bidders without a representation or warranty by the County whatsoever as to its accuracy, completeness, or relevancy. Bidders shall independently evaluate such information for their use and shall be solely responsible for use or interpretation of such information. Any such use or interpretation shall not be the basis of any claim against County.

C. If concealed or unknown conditions are encounter which require, in opinion of County's Representative, design details which differ from those design details shown in the Contract Documents and the County's Representative finds that such revised design details will cause an increase or decrease in the cost of, or time required for performance of the Contract, and if County agrees with County Representative's determinations, County will issue a Change Order modifying the Contract terms to provide for the change in design details and to provide for an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8.

D. If Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected, Contractor shall immediately notify County's Representative in writing of such conditions so that County's Representative can determine if such conditions require design details which differ from those design details shown in the Contract Documents. Contractor shall be liable to County for any extras costs incurred as the Contractor's failure to promptly give such notice.

3.20 Test and Inspections

The Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by Contract Documents, unless other specified in the Supplemental Conditions. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by and organization acceptable to the County, Contractor, and Engineer. Engineer will receive and review certificates of inspection, tests, or approvals which are submitted in accordance with the Contract Documents, but such review will be only to determine that their content complies with the requirements of, and the certified results indicate compliance with, the Contract Documents.

3.21 Acceptance

The Work under this agreement shall remain the property of and responsibility of the Contractor until it is accepted by the County. The Contractor shall be liable for any and all damages and losses to the Project (weather by fire, theft, vandalism, hurricane, earthquake, flood, or otherwise) prior to the County's acceptance as fully completed. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the County reserves the right to cancel the Agreement upon written notice to the Contractor.

3.22 Indemnification

Contractor shall indemnify and save harmless the County, its officers, agents, and employees from and against all liability, loss, costs, claims, damages, judgments, and awards, whether or not covered by insurance, arising or claimed to have arisen: (a) or in part from acts or omissions of, or as a result of Work done or omitted from being done by Contractor, Subcontractors or assignees and their agents or employees, which resulted in: (1) injury to (including mental or emotional) or death of any person, including employees of the County or Contractor, or (2) damage to or destruction of any property, real or personal, including without limitation property of the County,

County's employees and fellow employees; (b) out of injuries sustained and/or occupational diseases contracted by Contractor's, its subcontractor's, or assignee's employees, if any, of such a nature and arising under such hereto, of the state having jurisdiction, including all claims and causes of action of any character against the County by any employee of Contractor, its subcontractors or assignees, or the employer of such employees, or any person or concern claiming by, under or actions or disputes asserted by any subcontractors, employees or suppliers of Contractor. Indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of the Contract.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 County's Representative

A. The County's Representative will provide administration of the Contract as provided in the Contract Documents and will be the representative of the County. The County's Representative will have the authority to act on behalf of the County only to the extent provided in the Contract Documents. The County's Representative will not have control over, be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Based on the County's Representative's site visits and evaluations of Contractor's Applications for Payment, the County's Representative will recommend amounts, if any due Contractor and will issue approval for payment in such amounts. However, no actions taken during such site visits shall relieve the Contractor of the Contractor's obligations as described in the Contract Documents. The County's Representative will have authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. The County's Representative will have the authority to stop the Work or any portion thereof. The County's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Contractor. Should the Contractor discover and conflicts, omissions, or errors in the Contract Documents: have questions about the interpretation or clarification of the Contract Documents ; question whether Work is within the scope of the Contract Documents; or question that Work is not sufficiently detailed or explained, then before proceeding with the Work affected, the Contractor shall notify the County's Representative in writing and request interpretation, clarification, or furnishing of additional detailed instructions. The County's Representative response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should the Contractor proceed with the Work affected before receipt of a response from the County Representative's interpretations, clarifications, instructions, or

decisions shall be removed or replaced and Contractor shall be responsible for all resultant rework and/or losses.

B. If County and Architect/Engineer agree, Architect/Engineer will furnish a Resident Project Representative to assist in providing more extensive observation of the Work. The duties, responsibilities and limitations of any Resident Project representative and assistants furnished by the Architect/Engineer are as set-forth in Exhibit SC-A, "A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" which is attached hereto and made a part hereof.

4.2 Contractor Change Order Request

Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work or Delays to completion of the Work caused by the acts, errors, or omissions of the County, County's Representative, their agents or employees, or caused by unforeseen conditions if, and only if Contractor follows the procedures specified in this Paragraph 4.2. As used in this Paragraph 4.2. Such acts, errors, or omissions shall include, but not be limited to, the provision of clarifications, drawings, instructions, or interpretations that involve Extra Work or delay completion of the Work. If Contractor asserts that Contractor is entitled to an adjustment of the Contract Sum and/or the Contract Time as the result of an act, error, or omission of the County, the County's Representative, their agents or employees, or as the result of unforeseen conditions, then Contractor may submit a Change Order Request to County's Representative. A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, aid specify the amount of any requested adjustment to the Contract Sum and/or Contract Time. Upon request of County's Representative, Contractor shall submit such additional information concerning the Change Order Request as may be requested by County's Representative for the purpose of evaluating the Change Order Request. If the Change Order Request seeks an adjustment of the Contract Sum for delay, upon request of County's Representative, Contactor shall submit written documentation demonstrating Contractors' entitlement to such an adjustment under Article 8. A condition precedent to obtaining an adjustment of the Contract Sum and/or Contract Time as a result of an act, error, or omission of the County, the County's Representative, their agents or employees, or as the result of an unforeseen condition, is timely submission of a Change Order Request that meets the requirements set forth above. A Change Order Request based upon such acts, errors or omissions will be deemed timely submitted, if and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover that an act, error, or omission of the County, the County's Representative, their agents or employees, has occurred that may entitle Contractor to an adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the act, error or omission giving rise to the Change Order Request). A Change Order Request based upon an unforeseen condition will be deemed timely Submitted if, and only if, it is submitted within 3 working days of the date the Contractor discovers, or reasonably should discover , the existence of an unforeseen condition that may entitle Contractor to an adjustment of the Contract Sum and/or Contract Time (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should

discover, the unforeseen condition giving rise to the Change Order Request). If County's Representative issues a final decision on all or part of Change Order Request, the Contractor may contest the decision by filing a timely Claim under the procedures specified below. A final decision is any decision on a Change Order Request which states that it is final. Failure of the claimant to give written notice as set forth above within thirty days shall result in the County representative's decision being final and binding upon County and Contractor.

4.3 Claims

The term "Claim" means a written demand or assertion by Contractor seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between County and Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act , error, or omission by County, County's Representative, their agents or employees. If a Claim is subject to the procedures specified in Paragraph 4.2, the Claim arises upon the issuance of a written final decision denying in whole or in part Contractor's Change Order Request. If a Claim is not subject to the procedures specified in Paragraph 4.2, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event given rise to the Claim (even if the Contractor has not been damaged, delayed, or incurred extra cost when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim). A Claim not subject to the procedures specified in Paragraph 4.2 may be asserted if, and only if, the Contractor gives a valid written notice of intent to file the Claim within 3 working days of the date the Claim arises. A written notice of intent to file a claim will be deemed valid if, and only if, it identifies the event or condition giving rise to the Claim and states its probable effect, if any, with respect to the Contractors entitlement to an adjustment of the Contract Sum and/or the Contract Time.

4.4 Assertion of Claims

Claims by Contractor shall be first submitted to County's Representative for decision. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by County's Representative, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents. County will continue to make payments in accordance with the Contract Documents. Contractor shall submit a Claim in writing, together with the supporting data specified in Paragraph 4.3 to County's Representative as soon as possible but not later than 7 days after the date the claim arises under Paragraph 4.3.

4.5 Time Limits and Timely Notice of Contractor Claims

Contractor agrees to provide Owner and architect with written notice within seven (7) days of the occurrence of any event giving rise to any claim for additional compensation or extension of time under this agreement, whether such claim is based upon claims for changes, differing site conditions, adverse weather conditions, or any cause whatsoever. Contractor waives any claims

for additional compensation or time extension, if Contractor fails to timely notify the Owner and architect in accordance with the terms and conditions of this clause. Contractor further acknowledges that any work which the Contractor considers to be beyond the scope of original work and which the Contractor elects to perform, prior to notice to Owner and architect and Owner's written approval to proceed with additional work, shall be performed at the Contractor's peril and as a gratuity to the Owner. Contractor assumes all risk associated with such work, agrees to perform such work at its own costs, and released and holds Owner harmless for any and all costs of such work performed prior to notice and written approval of such additional work by Owner.

4.6 Decision of County's Representative on Claims

County's Representative decision on any or all claims shall be considered as final. Disputes shall be resolved through litigation in a Court of competent jurisdiction in Beaufort, South Carolina.

ARTICLE 5

SUBCONTRACTORS

5.1 Award of Subcontracts to Other Contractors for Portions of the Work

Contractor shall submit to County, on its letterhead, prior to commencement of the Work, a list of all Subcontractors to be used to perform the Work. If County objects to any Subcontractor, Contractor shall provide a substitute Subcontractor acceptable to County with no adjustment of the Contract Sum. No substitution of Subcontractors shall be made without County's consent. All Subcontracts shall incorporate the Contract Documents by reference. Contractor hereby assigns to County all of its interests in Subcontracts affecting the Work, effective only if County terminates the Contract for cause and only for Subcontracts designated by County within 30 days after the date of termination. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and County, except when, and only to the extent that, County elects to accept the assignment of the subcontract with such Subcontractor.

5.2 Separate Contractor Claims

Should Contractor cause damage to the work or property of any separate contractor at the site, or should any claim arising out of Contractor's performance of the Work or lack of same at the site be made by any separate contractor against Contractor, County, Engineer, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. Contractor shall indemnify and hold County and Engineer harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against County and Engineer to the extent based on a claim arising out of Contractor's performance or lack of same of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of Work or lack of same by any separate contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against County or Engineer or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which

seeks to impose liability on or to recover damages from County or Engineer on account of any such damage or claim. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and County and Contractor are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, Contractor may make a claim for an extension of time in accordance with Article 4. An Extension of the Contract Time shall be Contractor's exclusive remedy with respect to County and Engineer for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Contractor or Engineer for activities that are their respective responsibilities.

ARTICLE 6

CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS

6.1 County's right to Perform Construction and to Award Separate Contracts

County may perform Work on the Project site, including Work which has been deleted from the Contract by Change Order, with County's own forces or with Separate Contractors. Contractor shall cooperate fully with County's forces and Separate Contractors at the Project site and coordinate the scheduling and performance of the Work with the scheduling and performance of Work to be performed by County's forces or Separate Contractors. Contractor shall give County's forces and Separate Contractors reasonable opportunity to deliver and store materials and equipment on the Project site.

6.2 Mutual Responsibility

A. Contractor shall afford County and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall connect, schedule, and coordinate its construction and operations with the construction and operations of County and Separate Contractors as required by the Contract Documents.

B. If a portion of the Work is dependent upon the proper execution or results of other construction or operations by County or Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of Work. Contractor shall promptly report to County's Representative apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Contractor shall not proceed with the portion of Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by County or Separate Contractor is suitable to receive the Work, except as to defects not then reasonable discoverable.

6.3 County's Right to Clean Up

If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish, County may clean up and allocate the cost between those firms it deems to be responsible

ARTICLE 7

CHANGES IN THE WORK

7.1 Changes

A. County may Order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to County. Upon receipt of any such document, Contractor shall promptly proceed with any changes in the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If County and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in paragraph 4.3

7.2 Definitions

A. A Change Order is a Contract Document which has been signed by both County and Contractor, and states their agreement upon all of the following:
- A change in the Work, if any.
- The amount of an adjustment of the Contract Sum, if any.
- The amount of an adjustment of the Contract Time, if any.

B. A Directed Change Order may also be issued by the County without the Contractor's signature, where County determines that it is in County's best interest to allow Contractor to receive such an adjustment of the Contract Sum or Contract Time as County believes to be properly due Contractor, even though no agreement has been reached between County and Contractor.

C. A Field Order describes the scope or degree of a change in the Work which does not change the Contract Sum or Contract Time and the change described within the Field Order is agreed upon by County and Contractor.

7.3 Change Order Procedures

A. County and Contractor shall execute appropriate Change Orders (or Written Amendments) recommended by the County's Representative or Architect/ Engineer

covering changes in the Work which are:

• (i) ordered by the County (ii) required because of acceptance of defective work, or County's correction of defective Work, or (iii) agreed to by the parties;

• changes in the Contract Price or Contract Times which are agreed to by the County and the Contractor, including any undisputed sums or amount of time for Work actually performed in accordance with a Work Change Directive; and

• changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the County's Representative, or Architect/Engineer, provided that in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule.

B. Execution of a Change Order by the County and the Contractor shall be considered complete and final compensation. It is expressly understood and agreed that the Contractor shall not be entitled to any additional compensation or time associated with an executed Change Order.

7.4 Work Change Directive

The Work Change Directive is a written directive to Contractor issued on or after the Effective Date of the Agreement and signed by County and recommended by Architect/Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times. Upon receipt of a Work Change Directive, the Contractor shall promptly proceed with the directed changes.

7.5 Unit Price Work

A. County has the right to increase or decrease the quantity of any Unit price item for which an estimated quantity is stated in the Bid Form.

B. County's Representative or Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. County's Representative will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon County and Contractor, subject to the provisions of paragraph 4.3.

7.6 Waiver

A waiver of or failure by County or County's Representative to enforce any requirement in this Article 7 will not constitute a waiver of, and will not preclude the County or County's Representative from enforcing, such requirements in connection with any other adjustments of the Contract Sum. The Contractor understands that no oral approval, either express or implied, of any adjustment of the Contract Sum by County or its agents shall be binding upon County unless and until such approval is ratified by execution of a written Change Order.

ARTICLE 8

CONTRACT TIME

8.1 Commencement of the Work

The date of commencement of the Work shall be set forth in the Notice To Proceed, and in no case shall the Contractor start Work later than 10 days within receipt of the Notice to Proceed. The date of commencement of the Work shall not be postponed by the failure of Contractor, Subcontractors, or of persons or firms for whom Contractor is responsible to act.

8.2 Progress and Completion

Time limits stated in the Contract Documents are of the essence of the Contract. By signing the Agreement Contractor represents to County that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time. Contractor shall not; except by agreement or instruction of County in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. The dates of commencement and completion of the Work shall not be changed by the effective date of such insurance. Contractor shall proceed expeditiously with adequate forces and shall achieve full Completion of the Work within the Contract Time. If County's Representative determines and notifies Contractor that Contractor's progress is such that Contractor will not achieve full Completion of the Work within the Contract Time, Contractor shall immediately and at no additional cost to, County take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the entire Project is completed within the Contract Time. Upon receipt of such notice from County's representative, Contractor shall immediately notify County's Representative of all measures to be taken to ensure full Completion of the Work within the Contract Time. Contractor shall reimburse County for any extra costs or expenses, including the reasonable value of any services provided by County's employees, incurred by County as the result of such measures.

8.3 Delay

Except and only to the extent provided otherwise in Articles 7 and 8, by signing the Agreement, Contractor agrees:

- to bear the risk of delays to completion of the Work; and
- that Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of delays to completion of the Work, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

8.4 Adjustment of Contract Time

The Contract Times may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the County's Representative and the other party to the Contract in accordance with the provisions of paragraph 4.3. Any adjustment of the Contract Times covered by a Change Order or of any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article.

8.5 Weather Delays

Weather delays are generally referred to as "rain days," and shall apply to days when the Work cannot be undertaken due to adverse weather conditions. Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of completion.

Rain delays will only be considered when the number of days in any month in which rainfall is 0.1 inch or greater, as recorded by the National Oceanic and Atmospheric Administration (NOAA) gauging station closest to the job site, exceeds the rolling 20-year average number of days for that month and for that location. NOAA data can be obtained from the historic climate information for the Charleston forecast office on their website. In lieu of using the NOAA gauge data, the contractor may install a County approved rain gauge on the project site. The gauge reading shall be reported daily on a log and presented to the County with the monthly invoice.

If in the opinion of the Contractor, adverse weather causes unsuitable conditions that prevent the contractor from proceeding with the Work at any time during the term of this Contract, the Contractor shall submit written notification to the County's Representative within twenty-four (24) hours of the onset of the said condition

8.6 Delays Beyond Contractor's Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in paragraph 4.3. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by County. acts or neg1ect of utility owners or other contractors performing Work as contemplated by Article 5 fires, floods, epidemics, abnormal weather conditions, or acts of God.

8.7 Delays Within Contractor's Control

The Contract Times will not be extended due to delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

8.8 Delays Beyond County's and Contractor's Control

Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both County and Contractor an extension of the Contract Times in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay.

8.9 Liquidated Damages

If the Contractor fails to substantially complete the Work by the specified completion date, the Contractor shall be liable for liquidated damages for each calendar date past the contract specified completion date. The date of substantial completion shall be determined by the County Engineer and his decision shall be final. The daily liquidated damages rate shall be determined from the Schedule of Liquidated Damages provided within the South Carolina Department of transportation Standard Specifications for Highway Construction, Edition of 2007 unless otherwise specified in the Bid Documents.

8.10 Waiver

A. In no event shall County , County's Representative, or County's Architect/Engineer be liable to Contractor, any Subcontractor, and Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:
   • delays caused by or within the control of Contractor; or
   • delays beyond the control of both County and Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work contemplated by Article 5.

B. Nothing in paragraph 8.9 bars a change in Contract Price pursuant to this Article 4.3 to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of County or anyone for whom County is responsible.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit

Price Work performed by Contractor will be made by County's Representative or Engineer subject to the provisions of paragraph 9.2.

B. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

C. County or Contractor may make a Claim for an adjustment in the Contract Price in accordance with paragraph 4.3 if:
• the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
• there is no corresponding adjustment with respect any other item of Work; and
• if Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Contractor believes that Contractor is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

9.2 Schedule of Values

Contractor shall provide a preliminary schedule of values for all of the Work which includes quantities and prices of items, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. County's Representative will determine the actual quantities and classifications of Unit Price Work performed by Contractor. County's Representative will review with Contractor the County Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). County Representative's written decision thereon will be final and binding (except as modified by County's Representative to reflect changed factual conditions or more accurate data) upon County and Contractor, subject to the provisions of paragraph 4.3.

9.3 Progress Payments

County agrees to pay monthly to Contractor, subject to paragraph 9.5, an amount equal to 90% of the sum of the following:
• Cost of the Work in permanent place as of the end of the preceding month.
• Plus costs of materials stored on site but not yet incorporated in the Work.
• Less amounts previously paid.

9.4 Application for Payment

On or before such date of the month as is established by the County's Representative, Contractor shall submit to County's Representative monthly applications for payment, on a form as provided by the County, together with such supporting data, as County requires. Adjusted progress schedules shall be submitted with Applications for payment, and shall be required supporting

documentation for the Application for Payment. For each Work item and monthly period, the actual percentages shall be tabulated for Work completed as of the date of the Application for Payment and estimated percentages shall be tabulated for remaining Work and months, if any. Percentages for Unit Price Work shall be calculated based upon the quantities given in the Bid Form, so that upon completion of such Work, or prior thereto, the total of the tabulated percentages for a work item may be greater or less than 100. County's Representative will review the application for payment and submit a Certificate for Payment to County. County will pay to Contractor 90% of the cost of the Work in permanent place and approved by County, less amounts previously paid, within 20 days after County's Representative's receipt of the Application For Payment and all required supporting data. The 10% retained by County will be paid to Contractor in the final payment.

9.5 Certificate for Payment

A. If Contractor has made application is accordance with paragraph 9.4, County's Representative shall, not later than 5 working days after the date of receipt of the Application for Payment, issue to County, with a copy to Contractor, a Certificate for Payment for such amount as County's Representative determines to be properly due.

B. Approval of any part of an Application For Payment may be withheld, a Certificate For Payment may be withheld, and all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment on account of any of the following:
• Defective Work not remedied.
• Third-party claims against Contractor or County arising from the acts or omissions of Contractor or Subcontractors.
• Stop notices.
• Failure of Contractor to make timely payments due Subcontractors for material or labor.
• A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
• Damage to County or Separate Contractor for which Contractor is responsible.
• Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover County's damages for the anticipated delay.
• Failure of Contractor to maintain and update as-built documents.
• Failure of Contractor to submit schedules or their updates as required by the Contract Documents
• Performance of Work by Contractor without properly processed shop drawings.
• Liquidated damages assessed in accordance with Article8 of the Agreement.
• Any other failure of Contractor to perform its obligations under the Contract Documents.

9.6 Retention

County shall deduct 10% from each Contractor payment as retainage. Retainage may be reduced at the County's discretion, to 5% upon 50% completion of the Work and/or upon recommendation of the Architect/Engineer. All remaining retainage to be paid upon satisfactory completion of all Work, as required by the Contract Documents.

9.7 Beneficial Occupation

County reserves the right, at its option and convenience, to make use of or otherwise occupy all or any part of the Work (Beneficial Occupancy) prior to completion of the Work and upon 10 days' notice to Contractor. Beneficial Occupancy shall be subject to the following conditions:

A. County's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to completion of the Contract.
   Prior to Beneficial Occupancy, County will issue a certificate of beneficial occupancy on County's form.
   • Beneficial Occupancy by County shall not be construed by Contractor as an acceptance by County of that portion of the Work which is to be occupied.
   • Beneficial Occupancy by County shall not constitute s waiver of existing claims of County or Contract against each other.
   • Contractor shall provide, in the areas beneficially occupied and on a 24 hour and 7 day week basis as required, utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with Contractor while the equipment is so operated. Contractor shall submit to County an itemized list of each piece of equipment so operated with the date operation commences.
   • The Warrantee Periods, as defined in paragraph 12.3, will commence upon the first date of actual occupancy or use of portions of the Work actually occupied and equipment or systems fully utilized.
   • County shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
   • County shall pay all utility costs which arise out of the Beneficial Occupancy.
   • Contractor shall not be responsible for providing security in areas beneficially occupied.
   • County shall use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of Contractor's remaining Work..
   • Contractor shall not be required to repair damage caused by County in its Beneficial Occupancy.
   • Except as provided in this Article, there shall be no added cost to County due to Beneficial Occupancy.

• Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

9.8 Substantial Completion

A. "Substantial Completion" means the stage in progress of the Work, as determined by the County's Representative, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair County's ability to occupy and fully utilize the Work for its intended purpose.

B. When Contractor gives notice to County's Representative that the Work is substantially complete, unless County's representative determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, County's Representative will inspect the Work, and prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. County's Representative will make an inspection to determine whether the Work is substantially complete. If County Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by County's Representative to determine Substantial Completion. Costs for additional inspection by County's Representative shall be deducted from any monies due and payable to Contractor. Neither tentative nor definitive certificates will be issued. However, the procedures set forth in the above paragraph may be used as a prelude to final acceptance.

C. When County's Representative determines that the Work is Substantially Complete, County's Representative will prepare a Certificate of Substantial Completion in County's format , which, when signed by County, shall establish the date of Substantial Completion and the responsibilities of the County and Contractor for security, maintenance, utilities, insurance , and damage to the Work. Unless otherwise provided in the Certificate of Substantial Completion, the Warrantee Period for the Work covered by the Certificate of Substantial Completion shall commence on the date of Final Payment for the Work. Substantial Completion shall not commence the Warrantee Period for any equipment or systems that:
• Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of a building which the County has neither Beneficially Occupied nor accepted as Substantially

Complete; or

• Are not accepted by the County.

The Warrantee Period for systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their acceptance by the County.

9.9 Final Completion and Payment

A. Upon receipt of notice from the Contractor that the Work is ready for final inspection, County's Representative will make such inspection. Final Completion shall be when County's Representative determines that the Work is fully completed and in accordance with the Contract Documents. County will file a Notice of Completion within days after Final Completion. After receipt of the final Application For Payment, if County's Representative determines that Final Completion has occurred, County's Representative will issue the final Certificate For Payment.

B. Neither final payment nor any retention shall become due until Contractor submits the following items to County's Representative:

• The final Application For Payment and all submittals required in accordance with 9.4.

• All guarantees and warrantees procured by Contractor from Subcontractors, all operating manuals for equipment installed in the project, as-built documents, and all other submittals required by the Contract Documents.

The final payment shall be made, subject to the satisfaction of all other conditions to final payment, within 35 days after the filing of the Notice of Completion.

C. Acceptance of final payment by Contractor shall constitute a waiver of all claims, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 Safety of Persons and Property

Contractor shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to employees involved in the Work and other persons who may be affected thereby; the Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody, or control of Contractor or

Subcontractors; and, other property at the Project site and adjoining property. Contractor shall erect and maintain until the acceptance of the Work, as required by existing conditions and performance of the Work , adequate safeguards for safety and protection, including providing adequate lighting and ventilation , posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Work Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel. Contractor shall designate a responsible member of Contractor's organization at the Project site whose duty shall be prevention of accidents. That person shall be the Superintendent, unless otherwise designated by Contractor in writing to County and County's Representative. Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

10.3 Emergencies

In an emergency affecting the safety of persons or property, Contractor shall act to prevent or minimize injury, damage, or loss. Contractor shall promptly notify County's Representative, which notice may be oral followed by written confirmation, or the occurrence of such an emergency and Contractor's action.

ARTICLE 11

INSURANCE AND BONDS

11.1 Contractors Insurance

A. Contractor shall purchase and maintain until final payment property insurance upon the Work at the site. This insurance shall include the interest of the County, Contractor, Subcontractors, Engineer and Engineer's Consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "at risk" insurance for physical loss and damages including theft, vandalism, and malicious mischief, and shall include damages, losses and expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (included but not limited to fees and charges of engineers, architects, attorneys and other professionals). All of the policies of insurance (and certificates or other evidence of insurance) required to be purchased by the Contractor will contain a provision that the coverage provided will not be materially changed, cancelled, or renewal refused until at least thirty (30) days prior written notice has been given to the County and Contractor and to each other party to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 11.3.

B. Contractor shall purchase and maintain insurance coverage as required within the Schedule of Insurance Requirements of Exhibit GR-A, attached hereto and made part thereof.

C. If required in the Schedule of Insurance Requirements of Exhibit GR-A in Part II of the General Requirements of the Specifications, attached hereto and made a part thereof, Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which will include the interests of the County, Contractor, Subcontractors, Engineer, Engineer's Consultants, and any other individuals or entities identified in the Supplemental Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

D. If the Work requires entry on any railroad right-or-way, insurance coverage and amount of coverage shall be provided in accordance with the requirements of the railroad.

11.2 Insurance Certificates

Before any Work at the site is authorized, Contractor shall deliver to the County Engineer, in triplicate, certificates as evidence of insurance which Contractor is required to purchase and maintain in accordance with the Schedule of Insurance Requirements. The certificates delivered by Contractor shall contain for each insurance policy required the following information: policy number, effective date, names and addresses of insureds, type of coverage, limits of liability, location of operations to which insurance applies, and expiration date. In addition, the certificates shall refer to these Contract Documents and state that the policy or policies provide the coverage and the amount of coverage required by the Contract Documents. Further, the certificates shall state that thirty days prior written notice shall be given to County of cancellation or material change in the policy. If County has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, County shall notify Contractor in writing thereof. Contractor shall provide such additional information in respect of information as County may reasonably request, before any Work at the Site is authorized.

11.3 Waiver of Rights

A. County and Contractor intend that all policies purchased in accordance with paragraph 11.1 will protect County, Contractor, Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or

damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. County and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by County as trustee or otherwise payable under any policy so issued.

B. County waives all rights against Contractor, Subcontractor, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and of them for:
• loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to County's property or the Work caused by, arising out of,, or resulting from fire or other peril whether or not insured by County; and
• loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by County during partial utilization pursuant to paragraph 9.7, after Substantial Completion pursuant to paragraph 9.8, or after final payment pursuant to paragraph 9.9.

11.4 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 11.2 will be adjusted with County and made payable to County as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 11.3B. County shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement among the parties in interest is reached, the damaged Work shall be repaired or replaced, the money's so received on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. County as fiduciary shall power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to County's exercise of this power. If no such objection is made, County, as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, County as fiduciary shall give bond for the proper performance of such duties.

11.5 Performance Bond and Labor/Material Bond

Contractor shall furnish separate Performance and Payment Bonds, each in an amount equal to 100 percent of the Contract Price, on forms included in the Contract Documents as exhibits to the Agreement. The penal sum of each such bond shall be issued by a surety company licensed to do business in South Carolina and listed by the Department of Treasury (also known as a "T" listed surety) with an "A" minimum rating in performance, as stated in the most current publication of Best's Key Rating Guide. Each bond shall be accompanied by a power of attorney, authorizing the attorney in fact to bind the surety certified, in include the date of the bond. The bond shall be dated on or after the date of the contract. The Contractor shall have a maximum of 21 days from the date of notice of intent to award to deliver the performance and payment bonds, certificates of insurance, and the contract to the Owner. Failure to deliver these documents as required shall entitle the Owner to consider the bid unresponsive and declare the bid security forfeited.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

A. If a portion of the Work is covered contrary to County Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by the County's Representative, be uncovered for County Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

B. If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which County's Representative has not specifically requested to observe prior to its being covered, County's Representative may request to see such Work and it shall be uncovered and replaced by the Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering the Work and replacing the Work shall be added to the contract sum by Change Order; and if the uncovering and replacing the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or Contract Sum.

12.2 Correction of Defective Work

Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Warrantee Period and (2) replace, repair, or restore to County's satisfaction any parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from County's Representative or County, but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all Losses resulting from such Defective Work, including additional testing, inspection, and compensation for County's Representatives services and expenses. Contractor shall perform corrective Work at such times that are acceptable to County and in such a manner as to avoid, to the extent practicable, disruption to County's activities.

12.3 Warrantee Period

The Contractor and his Surety shall unconditionally warrant and guarantee all workmanship and materials of the entire Contract to be and remain free of defects for a period of one year from the date of Final Payment.

12.4 Warrantee Inspection

The Contractor (or General Contractor and requested subcontractors) shall attend a warrantee inspection during the year following project completion. The inspection will be scheduled by the County for a date approximately nine months after the date of the Certificate of Substantial Completion. The Contractor shall take immediate action to remedy all warranty items identified during the inspection.

ARTICLE 13

TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 Suspension of Work

At any time and without cause, County may suspend the Work or any portion thereof by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an extension of the Contract Times equal to the duration of the suspension of the Work.

13.2 Termination for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

• Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 3.9 as adjusted from time to time pursuant to paragraph 8.4);

• Contractor's disregard of Laws or Regulations of any public body having jurisdiction.
• Contractor's disregard of the authority of ENGINEER; or
• Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 13.2.A occur, County may, after giving Contractor (and the surety, if any) seven days written notice, terminate the services of Contractor, exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without Liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which County has paid Contractor but which are stored elsewhere, and finish the Work as County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by County arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to County. Such claims, costs, losses, and damages incurred by County will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph.

C. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which thereafter accrue. Any retention or payment of monies due Contractor by County will not release Contractor from liability.

13.3 Termination for Convenience

A. Upon seven days written notice to Contractor and Engineer, County may, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):
• for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work; for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or

equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others.

• for reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13.4 Termination for Non-Appropriations

Funds for this contract are payable from State and/or Federal and/or Beaufort County appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to Beaufort County

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 Governing Law

The Contract shall be governed by the laws of the State of South Carolina.

14.1.1 S.C. Law Clause

Upon award of a contract under this qualification, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed qualification the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

14.2 Successors and Assigns

County and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representative as of such other partying respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such reassignment, each of the original contracting parties shall remain legally responsible for all its obligations under the Contract.

14.3 Rights and Remedies

All rights and remedies of County under the Contract are cumulative with all other rights and remedies of County under the Contract or at law or in equity. No act or failure to act by County or County's Representative shall constitute a waiver of a right under the Contract, or approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No waiver by County or County's Representative of any breach or default shall constitute a waiver of any other breach or default nor constitute a continuing waiver. No provision contained in the Contract Documents shall create or give third parties any claims or right of action against County, County's Representative, or Contractor.

14.4 Survival

The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warrantees, indemnities, and payment obligations, shall remain in full force and effect after Final Completion or any termination of the Contract.

14.5 Complete Agreement

The Contract Documents constitute the full and complete understanding of the parties and supersede and previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 7.

14.6 Severability of Provisions

If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14.7 Notices

All notices, demands, and other communications given under the Contract shall be in writing addressed to the respective parties at the addresses set forth in the Contract Documents, and shall be deemed given upon actual receipt or, in the case of registered or certified mail, on the date shown on the return receipt when delivery during normal business hours was made or attempted. Addresses may be changed by notice given in accordance with this provision.

14.8 Patents and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of County or Architect/Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty

to others, the existence of such rights shall be disclosed by County in the Co ntract Documents. County or Architect/Engineer have no actual knowledge of any license fee or royalty due on any material or equipment specified in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless County, County's officers, agents, employees, Architect/Engineer, Architect's/Engineer's consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that without exception, the Contract Sum shall include all royalties or costs arising from and the use of such design device or materials, in any way involved in the Work.

ARTICLE 15

STATUTORY LANGUAGE REQUIREMENTS

15.1 Scope

The paragraphs under this article 15 contain language mandatory for public contracts under the laws of the State of South Carolina. Nothing in these paragraphs shall be construed to relieve Contractor of responsibility, to comply with all Laws and Regulations as set forth in the Contract Documents.

15.2 Affirmative Action

During the performance of this Contract, the Contractor agrees as follows: The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public

Agency Compliance Officer setting forth revisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

SPECIAL PROVISIONS

A. **The ENGINEER shall verify the amount of work completed on the above referenced projects with the CONTRACTOR before Progress Payments are issued.**

B. **There shall be no pre-qualifications of the Bidders**.

C. **Progress and Shop Drawing Schedules**
Before starting construction the **CONTRACTOR** shall be required to submit a base line project schedule and shop drawings as follows:

   a. Before commencement of work the **CONTRACTOR** shall submit either a computerized schedule in an approved tracking format of the work necessary to complete the project to the **ENGINEER** for review at the time of the preconstruction meeting **OR** a complete construction narrative describing all elements the work including durations and resources necessary for the successful and timely completion of the project. The computerized software if used will be Microsoft Project, SureTrac/Primavera or equal. The schedule shall be a form approved by the **ENGINEER** indicating the estimated start time and end dates of each major item or phase of the work.

   b. Monthly progress schedule updates are required and may be a bar chart of type acceptable to the **ENGINEER** as to form and substance or a narrative. All costs for furnishing and updating the progress schedule shall be included in the price bid for the various Pay Items scheduled in the Bid Document.

   c. The **CONTRACTOR** shall also submit to the **ENGINEER** a schedule of Shop Drawing submissions for all fabricated materials which are to be incorporated into permanent construction and which are not furnished by the County. Such Detail drawings shall become property of the County.

   d. Failure to provide timely updates and shop drawings may result in the withholding of progress payments.

D. **Progress and Job-Site Meetings**

   a. A **mandatory** Construction Progress Meeting attended by the **CONTRACTOR** and **ENGINEER** will be conducted two weeks after the Notice To Proceed has

been issued to the **CONTRACTOR**, followed by **semi-monthly (twice a month)** progress meetings. The meeting time and place will be determined at the Preconstruction meeting prior to the start of construction.

E. **Survey and Stakeouts**

a. The **CONTRACTOR** shall do all surveying and stakeout work required to construct all elements of the Project as stated in the **Supplemental Conditions, Section 104** of the Contract Documents. The **CONTRACTOR** is responsible for the accuracy of all survey and stakeout work including verification of existing reference points. The **CONTRACTOR** shall furnish any copies of survey notes requested by the **ENGINEER**. This work shall include finish grade and offset stakes, to be set throughout the project and shall be provided by the **CONTRACTOR's** Land Surveyor.

F. **Supervision and Superintendence**

The work and the work site shall be under the direct charge and direction of the **CONTRACTOR**. The **CONTRACTOR** shall give sufficient superintendence to the Work, using the best skill and attention. The **CONTRACTOR** shall at all times keep on the site, during its progress, a necessary Forepersons and Assistants, all satisfactory to the **ENGINEER**. The Superintendent shall represent and have full authority to act for the **CONTRACTOR** in the latter's absence, and the directions given to the Superintendent shall be as binding as though given to the **CONTRACTOR**. The same shall apply to the Forepersons during the absence of both the **CONTRACTOR** and the Superintendent. The Superintendent shall not be changed during the performance of the Work covered by the Contract Documents except with written consent of the **ENGINEER** unless the Superintendent proves to be unsatisfactory to the **CONTRACTOR** and ceases to be in its employ.

a. Should the **ENGINEER**, at any time, give notice in writing to the **CONTRACTOR** or its representative on the Work that any employee is insolent, disorderly, careless, unobservant of the instructions, dishonest, or in any way a detriment to the satisfactory progress of the Work, such employee shall at once be removed from the Project and not again be allowed to engage in any part of the Work.

b. The **CONTRACTOR** shall be required to organize, manage, and supervise its own work and to coordinate the work of its subcontractors. On all multi-contract projects, all prime contractors shall be required to organize, manage, and supervise their own work. On all multi-contract projects, all prime contractors shall cooperate with the County and other prime contractors in the overall coordination and supervision of the project.

Attachments:

A - Exhibit 4 - Monthly Compliance Status Report

B - 26006 Admin Building Generator 8-19-26