

**Barrett J. Tolbert**  
Contracts and Procurement Director

Lonnie Hamilton, III Public Services Building  
4045 Bridge View Drive, Ste B250  
North Charleston, SC 29405-7464  
Telephone: 843.958.4750  
Fax No. : 843.958.4758



## INVITATION FOR BIDS No. 6195-26K

### LONNIE HAMILTON PUBLIC SERVICES BUILDING TRANSFER SWITCH REPLACEMENT

**County of Charleston Procurement Department**  
**4045 Bridge View Drive, Suite B250**  
**North Charleston, SC 29405**

**PROJECT OVERVIEW**

**DATE:** June 30<sup>th</sup>, 2026

**SOLICITATION NUMBER:** IFB No. 6195-26K

**DESCRIPTION OF WORK:** Lonnie Hamilton Building Transfer Switch Replacement

**SMALL BUSINESS ENTERPRISE REQUIREMENT:** The County has a **mandatory** Small Business Enterprise (SBE) subcontract requirement on most procurements and contracts. See Attachment E, Required Forms, for details on the requirement for this project.

**PRE-BID CONFERENCE:** **MANDATORY**  
 June 30<sup>th</sup>, 2026 at 10:00 a.m. (Eastern Time)  
 Interested Bidders are required to attend a **MANDATORY** pre-bid conference **and site visit**. Interested parties shall meet at:

Lonnie Hamilton Public Services Building  
 4045 Bridge View Drive  
 North Charleston, SC 29405

We will meet in the main Lobby; parking is available in front of the building.

Bids will only be considered from Bidders that send an authorized representative to the pre-bid conference. Attendees must sign the County's sign-in sheet at the beginning of the conference. No attendees will be allowed to sign in once the conference has begun. All attendees must remain until the pre-bid conference is officially concluded.

**DUE DATE FOR WRITTEN QUESTIONS:** July 9<sup>th</sup>, 2026, at 12:00 p.m. (Eastern Time)  
**Questions or clarifications concerning this solicitation should *only* be directed to the Charleston County Procurement portal on the County website at:**

<https://www.charlestoncounty.org/departments/procurement/current-bids.php>

Please submit all questions in a single message through the "Opportunity Q&A" tab of the project on the County's Procurement Portal. Please avoid sending each question as a separate message.

**DUE DATE AND TIME:** July 30<sup>th</sup>, 2026, at 3:00 p.m. (Eastern Time)

Grant Knobel, Senior Buyer

Tel: 843-958-4757

Email: [Mknobel@charlestoncounty.org](mailto:Mknobel@charlestoncounty.org)

If necessary, a Bidder may request to mail or hand deliver a response to a solicitation through the person listed above.

See General Terms and Conditions, Bid Submission.

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**INVITATION FOR BIDS (IFB)  
GENERAL TERMS AND CONDITIONS**
**1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS**

- A. **Rights Reserved:** This solicitation does not commit Charleston County to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services.

The County reserves the right to: 1) reject any bid, all bids, or any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items. The County shall be the sole judge of the suitability of the items or services to be provided pursuant to this Invitation for Bids (IFB).

The County reserves the right to cancel in part or in its entirety this Invitation for Bids if it is in the best interest of the County to do so.

- B. **Required Forms:** Bids must be submitted on the forms furnished or copies thereof, and must be signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- C. **Bid Submission:** Electronic submission through the County's Procurement Portal is the preferred method of submitting a response to solicitations.

If necessary, a Bidder may request to mail or hand deliver a response to a solicitation. If approved by the County, mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to Charleston County Procurement Department, 4045 Bridge View Drive, Suite B250, North Charleston, South Carolina 29405. Each sealed envelope containing a bid shall be marked on the outside with the Bidder's complete name, address, bid number, description of services requested (i.e., Elevator Maintenance, Road Construction), along with the due date and time. Failure to do so may result in premature opening of, or a failure to open, such bid.

- D. **Late Bids:** Bidders will not be able to submit bids after the due date and time of the solicitation. **"Late Bids" will not be considered.**
- E. **Withdrawal of Bid:** Bids may be withdrawn by the Bidder prior to the time set for opening of bid, but not thereafter.
- F. **Addendum:** Any interpretation, correction or change of the solicitation documents will be made by addendum. It is the Bidder's responsibility to monitor the Procurement website for any additional information, revisions, or addenda that may be posted.

1. Through the County's Procurement Portal, Bidders shall promptly notify the Charleston County Procurement Department, in writing, and no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the solicitation documents, the project premises and/or local conditions.

2. Through the County's Procurement Portal, Bidders requiring clarification or interpretation of the solicitation documents shall make a written request which must be received at the Charleston County Procurement Department no later than the last date and time for submittal of written questions.
- G. **Substitution:** Bidders may request substitutions of products through the County's Procurement portal. Notice of acceptance or non-acceptance will be given through an addendum. No substitutions will be considered after the Contract award except by amendment or change order.
  - H. **Irregular Submittal Cause for Rejection:** Failure to submit a bid on the forms requested or inclusion of any alternates, unit prices, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks on the Bid Form shall be considered cause for rejection of a bid.
  - I. **Single Vendor and Joint Venture:** The County seeks a single, qualified company to be responsible for completion of the work described herein (although the County reserves the option to award portions of the project to multiple Bidders if such is to the advantage of the County). Therefore, any one bid submitted by more than one company will be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to the County.
  - J. **Competitive Procurement:** It is the intent and purpose of the County that this IFB permits competition. It shall be each Bidder's responsibility to advise the County if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this IFB to a single source. Such notification must be submitted in writing and must be received by the County's Procurement Department no later than the deadline for receipt of written questions. Any such notification shall be reviewed by the County's Contracts and Procurement Director.
  - K. **Disclaimer Of Liability:** The County, or any of its agencies, will not hold harmless or indemnify any Bidder for any liability whatsoever except as may otherwise be specified in this IFB.
  - L. **Ownership Of Documents:** All bids and supporting materials, including all data, material, and documentation originated and prepared for the County pursuant to this IFB and including correspondence relating to this IFB, shall, upon delivery to the County, become the property of the County.

## 2. **PUBLIC ACCESS TO PROCUREMENT INFORMATION**

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this IFB which is deemed privileged and confidential by the Bidder will also not be disclosed after the award. Such privileged and confidential information includes information which if disclosed, might cause harm to the competitive position of the Bidder supplying the information. All Bidders, therefore, must visibly mark as "**CONFIDENTIAL**" each specific part of their bid which it considers to contain proprietary or other privileged information.

Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as **"EXEMPT FROM FREEDOM OF INFORMATION ACT"** each specific part of their bid which they deem to be so exempt and shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. *Do not mark the entire bid as confidential or exempt from disclosure. Doing so will necessitate an independent determination of confidentiality by the County pursuant to applicable law.* The County hereby disclaims any responsibility for not disclosing information identified by any Bidder as exempt from the Freedom of Information Act; for any information which is disclosed as a result of a Bidder's failure to visibly mark it as **"CONFIDENTIAL"**; and for any results of an independent verification of confidentiality necessitated by the marking of an entire bid as confidential or exempt from disclosure.

### 3. **BIDDER REPRESENTATIONS**

Each Bidder by submitting a bid represents that:

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

### 4. **BIDDER'S QUALIFICATIONS**

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

Prior to execution of the Contract, the successful Bidder may be required to provide a copy of any current applicable license issued by the State of South Carolina and/or the County to the successful Bidder and those subcontractors subject to licensing.

See the Special Instructions/Terms and Conditions for any other project specific submittal requirements.

### 5. **SUBCONTRACTORS**

- A. If any subcontractors will be used for this project, the successful Bidder shall provide to the Contracts and Procurement Director a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor on the Subcontractor Data Report Form included in the Attachment E, Required Forms.

- B. The successful Bidder shall not substitute other subcontractors without the written consent of the Contracts and Procurement Director.
- C. The successful Bidder shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Bidder. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time the Contracts and Procurement Director determines that any subcontractor is incompetent or undesirable, the director shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this IFB shall create any contractual relationship between any subcontractor and the County.
- F. It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

## 6. **STATE AND LOCAL TAXES**

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

The contractor shall calculate that portion of the Contract which is subject to South Carolina and Charleston County local option sales and/or use tax, which currently totals nine percent (9%). The amount of sales tax shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by the contractor. If the contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the contractor furnishes the County with a valid South Carolina Use Tax Registration Certificate Number.

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

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

## 7. **PERMITS AND LICENSES**

The successful Bidder shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, the County, a municipality, or any other authority having jurisdiction. Prior to execution of a contract, the successful Bidder may be required to provide a copy of any current applicable license issued by the County and/or by the State of South Carolina pursuant to Title 40 of the South Carolina Code of Laws. Any subcontractor must also comply with the regulations promulgated in Title 40 of the South Carolina Code of Laws as enforced by the South Carolina Department of Labor, Licensing and Regulation. The successful Bidder's (and/or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

8. **AWARD**

Award of Contract will be made to the lowest responsive and responsible Bidder(s) whose bid, conforming to the IFB, is most advantageous to the County, price and other factors considered.

9. **NOTICE OF AWARD OF CONTRACT**

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

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

10. **CONTRACT DOCUMENT**

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

11. **NOTICE TO PROCEED**

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

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

12. **DRUG-FREE WORKPLACE ACT**

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



**13. DAMAGES**

The County has defined this section in the Sample Contract.

**14. MODIFICATION**

The County has defined this section in the Sample Contract.

**15. TERMINATION**

The County has defined this section in the Sample Contract.

**16. INDEMNIFICATION**

The County has defined this section in the Sample Contract.

**17. UTILIZATION BY OTHER PUBLIC AGENCIES CLAUSE**

The use of this solicitation and resulting contract shall be made available to other local governmental agencies and agencies established for the public benefit ("Public Agencies"). The parties agree to allow other governmental agencies to enter into separate agreements with the Contractor under the terms and prices in effect between the County and the Contractor. The parties also agree that any other agency utilizing the terms and prices of this agreement shall not be deemed to be an agent or employee of the County of Charleston for any purpose whatsoever. The parties further agree that any Public Agency will enter its own separate contract with the Contractor.

The County is not otherwise responsible for the Public Agencies' performance of the Contract between the individual Public Agencies and the Contractor or for any obligation or liability accruing to the Public Agencies in the performance thereof. The Public Agencies and the Contractor further agree to waive any rights they may have in making the County of Charleston a party to a dispute between a Public Agency and the Contractor.

## **ATTACHMENT A**

# **SPECIAL INSTRUCTIONS/ TERMS AND CONDITIONS**

**INVITATION FOR BIDS (IFB)**  
**SPECIAL INSTRUCTIONS AND TERMS AND CONDITIONS**

**1. SUMMARY OF WORK**

The project consists of transfer switch installation.

**For the complete Scope of Work, see Attachment B, Scope of Work/Specifications.**

**2. PRE-BID CONFERENCE:**

Interested Bidders are **required** to attend a **MANDATORY** pre-bid conference **and site visit** that will be held **June 30<sup>th</sup>, 2026 at 10:00 A.M. (Eastern Time)**.

Interested parties shall meet at:

Lonnie Hamilton Public Services Building  
 4045 Bridge View Drive  
 North Charleston, SC 29405

We will meet in the main Lobby; parking is available in front of the building.

Bids will only be considered from Bidders that send an authorized representative to the pre-bid conference. Attendees must sign the County's sign-in sheet at the beginning of the conference. No attendees will be allowed to sign once the conference has begun. All attendees must remain until the pre-bid conference is officially concluded.

**3. WRITTEN QUESTIONS DEADLINE:**

The last day and time for submittal of written questions shall be no later than **12:00 p.m. (Eastern Time), July 9<sup>th</sup>, 2026**.

Through the County's Procurement Portal, Bidders shall promptly notify the County no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency, error, or clarifications regarding the solicitation.

Please submit all questions in a single message through the "Opportunity Q&A" tab of the project on the County's Procurement Portal. Please avoid sending each question as a separate message.

**4. BID SUBMITTAL DEADLINE:**

**Through the County's Procurement Portal, Bids are due no later than 3:00 p.m. (Eastern Time), on July 30<sup>th</sup>, 2026**

**5. NON-COLLUSION OATH**

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

6. **PROJECT TIME:**

Time of completion for this project shall be Seventy Five (75) Calendar Days from the issuance of a Notice to Proceed.

7. **DAMAGES**

A. **Liquidated Damages**

It is critical that the successful Bidder recognize that time is of the essence in completing the project. The successful Bidder agrees that, if the Work, or any part thereof, is not completed within the time agreed upon in a contract resulting from this IFB (or any extension thereof), the successful Bidder and its surety shall be liable to the County, in the amount of **Two Hundred Dollars and 00/100 (\$200.00)** per day for each and every calendar day Substantial Completion (as defined in the contract) is delayed beyond the contract time of **Seventy Five (75) Calendar Days after the effective date stated in the Notice to Proceed, as further defined in the Contract.**

The County, or its assignee, shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the successful Bidder, the amount of such liquidated damages; and if the amount so retained by the County, or its assignee, is not sufficient to pay in full such liquidated damages, the Bidder shall pay to the County, or its assignee, the amount necessary to effect payment in full of such liquidated damages. Thirty (30) Calendar Days are allotted for completion of punch list items following Substantial Completion. See additional terms in the contract.

B. **Actual Damages**

The County reserves the right to include a provision detailing actual damages in its Contract.

8. **MISCELLANEOUS**

- A. The successful Bidder shall familiarize itself with existing site conditions.
- B. The successful Bidder is required to have a superintendent on-site on a full-time basis whenever the Work is being performed and to list certain key supervisors.
- C. The successful Bidder is responsible for, and shall bear the cost of, disposal of all construction debris. Note that Bee's Ferry Landfill no longer accepts commercial construction debris.

9. **PAYMENT TO CONTRACTOR**

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

The Contractor shall submit monthly invoices itemizing all labor and materials for which payment is requested based on completed Work with the acceptance of the Work by the County's authorized Representative. The County may at any time request backup documentation for any invoice for which it reasonably has questions. Payment may be withheld until such information is provided, as required by the County.

## 10. **SECURITY REQUIRED**

### A. **Bid Security – 5% Bid Bond**

**Each bid must be accompanied by a Bid Bond acceptable to the County.** Bid Bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. **Bid bonds shall be payable to the County, and shall be for at least five (5%) percent of the total amount of the bid.** The Bid Bond serves as a guarantee deposit that the bid will be carried out to the complete satisfaction of the County.

A copy of the Bid Bond must be submitted with the proposal. The original Bid Bond must be received in the County's Procurement Office within twenty-four (24) hours of the Due Date and Time of the solicitation.

#### (1) Forfeiture of Bid Security

Failure of the successful Bidder to execute the Contract, meet performance and payment bond requirements, or failure to submit insurance requirements within five (5) business days after issuance of the Notice of Award, shall result in the Bidder's bid security being forfeited as liquidated damages. The Notice of Award and Contract will be rescinded and awarded to another Bidder. Withdrawal of a Proposal after the opening date and time but prior to final award, may also result in forfeiture of bid security.

#### (2) Submitting Certified Check in lieu of Bid Bond, Return of Security

In lieu of a Bid Bond, Bidders may submit a certified check or cashier's check in aforesaid amount payable in U.S. funds. A copy of the check must be submitted with the bid. The original check must be received in the County's Procurement Office within twenty-four (24) hours of the Due Date and Time of the solicitation.

Pursuant to County policy, bid security submitted in the form of checks will be deposited with the County Treasurer into the County General Fund.

Bid Security submitted in the form of a check will be returned to all Bidders after the successful Bidder has executed the Contract and delivered all required bonds. If a contract has not been awarded within the time frame requested for the Bidders to hold their firm and irrevocable offer, the bid security will be returned upon demand of the Bidder. Bidders will not be entitled to any interest earnings on returned funds. Security will be refunded in the form of a County check.

### B. **Payment and Performance Security**

- (1) The successful Bidder shall provide performance and payment bonds, in a form satisfactory to the County (**see attached Sample Forms in Attachment D**), in the following amounts:

Payment Bond: 100% of the total amount of the Contract.

Performance Bond: 100% of the total amount of the Contract.

- (2) The aforesaid payment and performance bonds must be issued by a corporate

surety registered and authorized to do business in South Carolina and must be counter-signed by a licensed, authorized South Carolina agent.

- (3) Attorneys-in-fact who sign bid bonds or performance bonds must file with each bond a certified and effective, dated copy of their power of attorney.
- (4) The time to be covered by the performance bond shall commence on the date of execution of any contract resulting from this IFB and terminate two (2) years after final payment to Contractor by County.
- (5) The time to be covered by the payment bond shall commence on the date of execution of any contract resulting from this IFB and terminate twelve (12) months after the date of final acceptance of the Work by the County.

## **11. INSURANCE REQUIREMENTS**

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

Insurance Certificate(s) and Endorsement(s) will be accepted electronically. The County must be advised immediately of any changes in required coverages.

Installation Floater: Instead of a builders risk insurance policy, the successful Bidder shall provide an "all direct risk of loss including the perils of flood and earthquake Installation Floater" in the amount of the full insurable value of the project. All deductibles are to be paid by the successful Bidder.

## **12. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM**

Charleston County Council has amended its Procurement Ordinance to include a mandatory Small Business Enterprise (SBE) subcontract requirement on all procurements and contracts. See Attachment E, Required Forms, for details on the requirement for this project.

## **13. DISADVANTAGED BUSINESS ENTERPRISE GOAL**

Charleston County Council has established a goal of 25% for Disadvantaged Business Enterprise (DBE) participation on all contracts and procurements.

## **ATTACHMENT B**

# **SCOPE OF WORK/SPECIFICATIONS**

The Scope of Work/Specifications and Drawings are intentionally not attached hereto but are provided separately herewith. The Scope of Work/Specifications and Drawings are, nevertheless, part and parcel of this solicitation and are incorporated herein by reference.

## **ATTACHMENT C**

# **SAMPLE CONTRACT**



STATE OF SOUTH CAROLINA     )  
                                                           )  
COUNTY OF CHARLESTON         )

**Contract**  
**No. 6195-26K**  
**Lonnie Hamilton Public Services Building**  
**Transfer Switch Replacement**

**THIS CONTRACT** (hereinafter the “Contract”) entered into this \_\_\_\_ day of (Month) 2026 between the **COUNTY OF CHARLESTON**, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter the "County") and (**NAME OF COMPANY/INDIVIDUAL**), a (State Name) Sole Proprietorship/Partnership/Corporation, Limited Liability Corporation (choose one), the address of which is Street, City, State, Zip (hereinafter the "Contractor"), (“Party” as to each; collectively the “Parties”).

**W I T N E S S E T H:**

**WHEREAS**, the County wishes to contract for the project identified as Lonnie Hamilton Public Services Building Transfer Switches Replacement (“Project”) located at Lonnie Hamilton Building, 4045 Bridge View Drive, North Charleston, 29405; and

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

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

**WHEREAS**, the County's Facilities Director has recommended that a contract for aforesaid construction be entered into with the Contractor; and

**NOW, THEREFORE**, for and in consideration of these promises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the above-referenced recitals incorporated into this Contract herein by reference, the Parties hereto hereby agree as follows:

**ARTICLE 1**  
**DOCUMENTS INCORPORATED BY REFERENCE**

This Contract includes the plans and specifications for the Project, specifically identified as the following:

Exhibit A:        Invitation for Bids (IFB) No. 6195-26K and Addenda \_\_ through \_\_  
Exhibit B1:      Specifications  
Exhibit B2:      Drawings  
Exhibit C:       Contractor’s Insurance Certificate(s) and Endorsement(s)  
Exhibit D:       Contractor’s Bid dated \_\_\_\_\_, 2026  
Exhibit E:       Drug-free Workplace Certification (Required on contracts over \$50,000)

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the “Contract Documents”). Change orders issued hereafter, Construction Change Directives, a Direction for a Minor Modification in the work issued by the County, and any other amendments executed by the County and the Contractor shall become and be a part of this Contract.

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

- a. As between the Contract and the Contract Documents or any other document to include, but not limited to, the plans or specifications, the Contract shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall notify the County immediately upon discovery of same, and the County will notify the Contractor of the resolution.
- c. Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

## **ARTICLE 2**

### **DEFINITIONS**

- Application for Payment: the Contractor's certified request for payment for completed portions of the Work and for materials or equipment suitably stored pending their incorporation into the Work; interchangeable with Payment Request
- Architect/Engineer: the Architect/Engineer for the Work is the Charleston County Facilities Department; unless otherwise directed by the County in writing, the County will perform those duties and discharge those responsibilities, if any, allocated to the Architect/Engineer in this Contract
- Change Order: a bilateral amendment to the Contract signed by the County, the Architect and the Contractor authorizing a change in the Work or an adjustment in the Contract Price or the Contract Time or both
- Construction Change Directives: a written order prepared by the County directing a change in the Work stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time
- Contract Price: the sum stated in the Contract, which is the total amount payable by the County to the Contractor for performance of the Work under the Contract Documents
- Contract Time: the period of time allotted in the contract Documents for Substantial Completion of the Work, including authorized adjustments hereto
- Direction for Minor Modification: supplemental instruction given in advance by the County to the Contractor, which may or may not include a change in the Contract Price
- Final Completion: denotes that the Work has been completed in accordance with the terms and conditions of the Contract Documents
- Final Payment: the last payment made by the County to the Contractor of the entire unpaid balance of the Contract Price as adjusted by Change Orders and/or modifications
- Payment Request: used interchangeably with Application for Payment
- Project: the total construction and/or furniture, furnishings and equipment of which the Work performed under the Contract Documents may be the whole or a part; used interchangeably with Work in this

- Project Site: geographic location of the Project, usually defined by legal boundary lines; used interchangeably with the Work Site
- Schedule of Values: a statement furnished by the Contractor reflecting the portions of the Contract Price allocated to the various portions of the Work and used as the basis for reviewing the Contractor's Application for Payment
- Substantial Completion: that point at which, as certified in writing by the Architect / Engineer and approved by the County, the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents such that the County or its designee can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose
- Work: the construction and services required by the Contract Documents, whether completed or partially completed, and including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations; may constitute a whole or a part of the Project; used interchangeably with Project in this Contract
- Work Site: the geographic location of the Work; used interchangeably with the Project Site

### **ARTICLE 3**

#### **REPRESENTATIONS OF THE CONTRACTOR**

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

- 3.A The Contractor is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the Project; and
- 3.B The Contractor has become familiar with the Project Site and the local conditions under which the Project is to be constructed and operated; and
- 3.C The Contractor has received, reviewed and examined all of the Contract Documents, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

### **ARTICLE 4**

#### **INTENT AND INTERPRETATION**

With respect to the intent and interpretation of this Contract, the County and the Contractor agree as follows:

- 4.A This Contract (along with its exhibits), together with the Contractor's and surety's performance and payment bonds for the Project constitute the entire and exclusive Contract between the Parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or contracts; and
- 4.B Anything that may be required, implied or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price; and

- 4.C Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the County and any person except the Contractor; and
- 4.D When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage; and
- 4.E Wherever this Contract calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and Change Order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question; and
- 4.F The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation"; and
- 4.G The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non listed item will not constitute a material breach of this Contract; and
- 4.H The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the County of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents, before proceeding with the affected Work. The express or implied approval by the County Facilities Department of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The County has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor shall not be liable to the County for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the County. If the Contractor performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the County, the Contractor shall assume responsibility for such performance and shall bear the costs for correction.

## **ARTICLE 5**

### **INDEPENDENT CONTRACTOR**

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

**ARTICLE 6**  
**OWNERSHIP OF THE DOCUMENTS WHICH MAKE UP THE CONTRACT**

As between the County and the Contractor, the documents which make up this Contract, and each of them, as well as any other documents furnished by the County, shall remain the property of the County. The Contractor shall have the right to keep one (1) copy of the Contract upon Final Completion of the Project; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract on other projects without the County's prior written authorization.

**ARTICLE 7**  
**CONTRACTOR'S PERFORMANCE**

The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- 7.A The Contractor will complete the entire Work described in the Contract Documents, except as specifically identified therein as the Work of other parties, in accordance with the terms herein, Exhibits A, B1, and B2, all as may be amended from time to time; and
- 7.B The furnishing of any and all required surety bonds and Insurance Certificate(s) and Endorsement(s); and
- 7.C The provision or furnishing, and prompt payment therefor, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project; and
- 7.D The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, Change Orders and other modifications depicting all as-built construction. Said items shall be submitted to the County, along with other required submittals upon Final Completion of the Project, and receipt of same by the County shall be a condition precedent to Final Payment to the Contractor. The Contractor shall prepare and submit final as-built drawings to the County.

**ARTICLE 8**  
**TIME FOR CONTRACTOR'S PERFORMANCE: DELAYS**

- 8.A The Contractor shall commence the performance of this Contract on the date set forth in the Notice to Proceed, issued by the Contracts and Procurement Director, and shall diligently continue its performance to and until Final Completion of the Project. **The Contractor shall accomplish Substantial Completion of the Project no more than Seventy Five (75) Calendar Days following the issuance of a Notice to Proceed** (sometimes hereinafter referred to as the "Contract Time"). By signing this Contract, the Contractor agrees that the Contract Time is a reasonable time for accomplishing Substantial Completion of the Project. There will be no monetary early completion incentive. The Contractor shall submit its initial progress schedule in accord with Subarticle 12.G below.
- 8.B.1 The Parties agree it is impossible to determine the actual and consequential damages resulting from Contractor's delay in completion of the Work, so a liquidated damages provision is appropriate. The Parties intend for a sum certain of \$200.00 per day for each and every calendar day the

completion of the Work is delayed beyond the calendar date in this Contract to be the predetermined measure of compensation for actual damages for a delay in completion of the Work. The Contractor agrees that if the Work, or any part thereof, is not completed within the time agreed upon in this Contract or any extension thereof, the Contractor or its sureties shall be liable to the County in the amount of \$200.00 per day for each and every calendar day the completion of the Work is delayed beyond the calendar date in this Contract, as fixed and agreed liquidated damages and not as a penalty; and the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Contractor, the amount of such liquidated damages; and if the amount so retained by the County is not sufficient to pay in full such liquidated damages, the Contractor shall pay to the County or its sureties the amount necessary to effect payment in full of such liquidated damages.

Liquidated Damages will not be assessed for any adjustment of the Contract Time for completion of the Work granted in accordance with the provisions of this Contract.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way be deemed a waiver on the part of the County of any of its rights under this Contract.

Additional provisions concerning the Contractor's liability in certain specific events or circumstances are set forth throughout the Scope of Work. By signing this Contract, the Contractor expressly agrees to the terms thereof.

- 8.B.2 If the Contractor fails to achieve Final Completion of all punch list items within thirty (30) Calendar Days of the date of Substantial Completion, the County reserves the right to contract with other parties to complete the Work, or to use other forces, utilizing funds retained or collected under this Contract as set forth in Subarticle 9.G below. This Subarticle is not limited by the terms of Subarticle 11.A below; and

In addition to other remedies of the County, actual damages may be withheld or collected for failure to meet the date for Final Completion, as set forth in Subarticle 8.B.1 above.

- 8.C Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 8.D All limitations of time set forth herein are material and are of the essence of this Contract.
- 8.E The Contractor agrees to punctually and diligently perform all parts of the Work at the time scheduled as determined in Subarticle 12.G below. In this connection, the Contractor agrees that it will keep itself continually informed of the progress of the job and will, upon its own initiative, confer with the County so as to plan its work in coordinated sequence with the work of the County and of others and so as to be able to expeditiously undertake and perform its work at the time most beneficial to the entire Project. The Contractor will be liable for any loss, costs, or damages sustained by the County for delays in performing the Work hereunder, other than for excusable delays, as set forth in Subarticle 8.F below, for which the Contractor may be granted a reasonable extension of time.
- 8.F If the Contractor is delayed at any time in the progress of the Work by any separate contractor employed by the County, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the County, or by causes beyond the Contractor's control, avoidance, or mitigation,

and without the fault or negligence of the Contractor and/or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the County may determine that such event has delayed the progress of the Work, or overall completion of the Work if the Contractor complies with the notice and documentation requirements set forth below.

If the Contractor is delayed, obstructed, hindered or interrupted for a period of time exceeding seven (7) Calendar Days by any act or neglect of the County, an adjustment shall be made for any increase in the direct cost of performance of this Contract (excluding profit, extended home office overhead, incidental or consequential damages or disruption damages) and the Contract modified in writing accordingly. The Contractor must assert its right under this Article by giving written notice to the County Facilities Department within ten (10) Calendar Days of the beginning of a delay, obstruction, hindrance or interruption by the County. No adjustment shall be made for any delay, obstruction, hindrance or interruption after Final Payment under this Contract or to the extent that performance would have been so delayed, obstructed, hindered or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract. The direct costs described above shall be limited to those direct costs attributable solely to this Project, and shall be subject to documentation and verification of costs as required by the County. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the County, not more than Ten (10) Business Days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the Contractor must give such written notice every Ten (10) Business Days. Within Ten (10) Business Days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of Calendar Days extension requested, and such analysis and other documentation as is reasonably requested by the County to demonstrate a delay in the progress of the Work or the overall Project completion. If the Contractor does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the Contractor. The above notice and documentation requirements shall also be a condition precedent to the Contractor's entitlement to any extension of time.

Extensions of time will be the Contractor's primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only (as set forth above), may be made to the Contractor for hindrances or delays solely caused by the County if such delays or hindrances are within the County's ability to control and are not partially caused by the Contractor or any of its agents, subcontractors or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances or delays which are not solely caused by the County or which arise from the County's actions under Article 11.

Without limitation, the County's exercise of its rights under Article 16, regardless of the extent or number of such changes, or the County's exercise of any of its remedies or any requirement to correct or re-execute defective work, shall not under any circumstances be construed as delays, hindrances or interference compensable further than as described herein.

Weather delays are generally referred to as "rain days." Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of completion. An average number of rain days has also

been included in the completion date determination. This was determined by the following method: all Calendar Days in each month in which rainfall in any part of the day exceeded .10 inch has been calculated and averaged. These averages are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
9	10	8	8	9	9	14	16	11	16	7	12

Rain delays, therefore, will only be considered when the number of Calendar Days in any month in which rainfall, as recorded by the Charleston National Weather Service at the Charleston International Airport location, as .10 inch or greater, exceeds the number of Calendar Days shown. In considering a claim for rain days, the actual conditions at the Work Site shall control. Notwithstanding the requirements pertaining to the filing of claims herein, the Contractor shall make a claim for a time extension due to rain delays no later than the tenth (10th) calendar day of the month following the release of the National Oceanic and Atmospheric Administration (NOAA) monthly report.

## ARTICLE 9

### FIXED PRICE AND CONTRACT PAYMENTS

- 9.A The County shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of \_\_\_\_\_ **Dollars and xx/100 (\$\_\_\_\_\_)**. The price set forth in this Subarticle 9.A shall constitute the Contract Price, which shall not be modified except by Change Order or adjustment pursuant to approved unit prices, if any, as provided in this Contract.
- 9.B Prior to review of the first Payment Request, the Contractor must submit to the County and receive the County's approval for the Schedule of Values apportioning the entire Contract Price among the different elements of the Project for purposes of periodic and Final Payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the County requests (see also the specifications for additional information). The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after it has been approved in writing by the County.

Format: [Formatting instructions can be found in the Specifications, Schedule of Values.]

- 9.C The County shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Article 9. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the last calendar day of the previous month. The Payment Request shall be in such format and include whatever supporting information as may be required by the County. Therein, the Contractor may request payment for ninety percent (90%) of that part of the Contract Price allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project Site (or elsewhere if offsite storage is approved in writing by the County), less the total amount of previous payments received from the County. Payment for materials stored offsite shall be at the discretion of the County and if approved, the Contractor shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the County, and that materials



have been purchased and paid for by the Contractor (copies of paid invoices must be submitted to the County with Payment Request). Risk of loss shall be borne by, and insurance must be provided by the Contractor while in storage and in transit. At seventy-five percent (75%) completion of the Contract, by dollar value, and at the option of the County, retainage will be reduced to five percent (5%) plus an additional amount as detailed in Article 9.G below for defective or non-conforming work and anticipated liquidated damages.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the County for such changes in the Work.

Each Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested.

Thereafter, the County shall review the Payment Request and may also review the Work at the Project Site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Contract. The amount of each such payment shall be the amount approved for payment by the County less such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by this Contract, subject to approval by the County. Approval of the Contractor's Payment Requests shall not preclude the County from the exercise of any of its rights as set forth in Subarticle 9.F herein below.

The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all Work for which the County has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the County, also furnish to the County properly executed waivers of lien or claim, in a form acceptable to the County, from all subcontractors, materialmen, suppliers or others having lien or claim rights, wherein said subcontractors, materialmen, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project Site. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all Work included in such payment shall be vested in the County.

- 9.D When payment is received from the County, the Contractor shall within Seven (7) Business Days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for the Work covered by such payment. The Parties expressly acknowledge the terms of Section 29-7-10 of the South Carolina Code of Laws (1976, as amended), which provides that contractors shall pay laborers, subcontractors and materialmen out of the funds received under the construction contract, and Section 29-7-20 of the South Carolina Code of Laws (1976, as amended) which provides, inter alia, that it shall be a criminal offense for the Contractor to fail to so pay laborers, materialmen and subcontractors. In the event the County becomes informed that the Contractor has not paid a subcontractor, materialman, laborer, or supplier as provided herein, the County shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. The County shall notify the Contractor of its intent to implement such a procedure, and will give the Contractor a reasonable period to cure any such failure prior to implementing the procedure. Such joint check procedure, if employed by the County, shall create no rights in favor

of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

- 9.E Neither payment to the Contractor, utilization of the Project for any purpose by the County, nor any other act or omission by the County shall be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.
- 9.F After written notice to the Contractor and a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:
1. The quality of a portion, or all, of the Contractor's Work not being in accordance with the requirements of this Contract; and
  2. The quantity of the Contractor's Work not being as represented in the Contractor's Payment Request, or otherwise; and
  3. The Contractor's rate of progress being such that, in the opinion of the County, Substantial Completion may be inexcusably delayed; and
  4. The Contractor's failure to use Contract funds, previously paid the Contractor by the County, to pay the Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers; and
  5. Claims made, or likely to be made, against the County or its property for which the Contractor or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be, at fault; and
  6. Loss caused by the Contractor; and
  7. The Contractor's failure or refusal to perform any of its obligations to the County, after written notice and a reasonable opportunity to cure as set forth above.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County as contemplated in this Subarticle 9.F, the Contractor shall promptly comply with such demand. The County's rights hereunder survive the term of this Contract, are not waived by Final Payment and/or acceptance, and are in addition to the Contractor's obligations in Article 17 and elsewhere herein.

- 9.G When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the County in writing and shall furnish a listing of those matters yet to be finished. The County will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the County will therein set forth the date of Substantial Completion for approval. After approval, the County will so notify the Contractor. If the County, through its review, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the Contractor shall bear the cost of such repeat site review(s), which cost(s) may be deducted by the County from any payment then or thereafter due to the Contractor.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the County shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price **less** any amounts attributable to damages, **and less** one hundred fifty percent (150%) of the costs, as reasonably determined by the County for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the County of costs for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims shall not bar the County from exercise of its rights elsewhere herein, in Article 18 below, or otherwise as provided by law for any incomplete, defective or nonconforming work or claims which are discovered by the County after the date of making such calculation or after the date of any partial or Final Payment, whether or not such incomplete, defective or nonconforming work or claims were obvious or should have been discovered earlier.

- 9.H When the Project is finally complete and the Contractor is ready for a final review, it shall notify the County thereof in writing. Thereupon, the County will perform a final site review of the Project. If the County concurs that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the County hereunder, the Contractor will furnish a final Application for Payment to the County certifying to the County that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the County is unable to issue its final Application for Payment and is required to repeat its final review of the Project, the Contractor shall bear the cost of such repeat review(s), which cost(s) may be deducted by the County from the Contractor's Final Payment.
- 9.I Prior to being entitled to receive Final Payment, and as a condition precedent thereto, the Contractor shall furnish the County, in the form and manner required by the County, if any, with:
1. An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied, or a warranty that they will be paid out of the Final Payment; and
  2. If applicable, consent(s) of surety to Final Payment; and
  3. All other items listed in the quantities stated, in the project manual as requirements for Final Completion and Final Payment.
- 9.J The County shall, subject to its rights set forth in Subarticle 9.F above, endeavor to make Final Payment of all sums due the Contractor within thirty (30) Calendar Days of the final Application for Payment, with the exception of items in dispute or concerning which the County has exercised any of its rights to investigate or remove.

## **ARTICLE 10**

### **INFORMATION AND MATERIAL SUPPLIED BY THE COUNTY**

- 10.A.1 The County shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions at the Project Site. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the County and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

- 10.A.2.a      **DIFFERING SITE CONDITIONS:** The Contractor shall promptly, and before such conditions are disturbed, notify the County in writing of: (i) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, or (ii) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract. The County shall investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and the Contract modified in writing accordingly.
- 10.A.2.b      No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in Subarticle 10.A.2.a. above; provided, however, the time prescribed therefor may be extended by the County.
- 10.A.2.c      No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.
- 10.B      The Contractor is responsible for obtaining all permits or fees required of the Contractor by this Contract, or permits and fees customarily the responsibility of the Contractor, including, but not limited to, applicable licenses from the County's Building Inspection and Revenue Collections Departments. Contractor's License Number, Person's Name, and Business Name must all be shown on all required licenses. The Contractor shall coordinate with Charleston County and all other authorities having jurisdiction.
- 10.C      The County will provide the Contractor five (5) copies of the complete Contract Documents. The Contractor may arrange to purchase additional copies of the Contract Documents which it may require.
- 10.D      The County's Facilities Department shall be the sole authorized representative of the County. Other than in matters of public safety or in time of natural disaster or crisis, the Contractor shall not take direction or act upon information from any County personnel other than the Facilities Department's authorized representative(s). This provision shall in no way limit the authority of the Contracts and Procurement Director as described herein or of the County Legal or Building Inspections Departments.

## **ARTICLE 11**

### **CEASE AND DESIST ORDER/COUNTY'S RIGHT TO PERFORM WORK**

- 11.A      In the event the Contractor fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the County may instruct the Contractor, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the Contractor shall immediately cease and desist, or proceed, as instructed by the County. In the event the County issues such instructions to cease and desist, the Contractor must, within seven (7) Calendar Days of receipt of the County's instructions, provide a written, verified plan to eliminate or correct the cause of the County's order, which plan appears to the County to be reasonable, actually attainable and in good faith. In the event that the Contractor fails and/or refuses to provide such a plan or diligently execute an approved plan, then the County shall have the right, but not the obligation, to carry out the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for

the costs of the County performing such work, which costs may be withheld from amounts due to the Contractor from the County. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the County may have against the Contractor.

If Work completed by the County or other contractor affects, relates to, is to be attached onto or extended by later Work of the Contractor, the Contractor shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Contract requirements which would render the Contractor's later Work not in compliance with the Contract requirements or defective or not in compliance with warranties or other obligations of the Contractor hereunder.

- 11.B The provisions of this Article shall be in addition to the County's ability to remove portions of the Work from this Contract and complete it separately.

## **ARTICLE 12**

### **DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR**

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in the Contract Documents, the Contractor shall have and perform the following duties, obligations and responsibilities to the County:

- 12.A Reference is hereby made to the continuing duties set forth in Subarticle 4.H which are by reference hereby incorporated in this Subarticle 12.A. The Contractor shall not perform Work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the Contractor performs Work knowing or believing, or if through exercise of reasonable diligence it should have known that such Work involves an error, inconsistency or omission in the Contract without first providing written notice to the County, the Contractor shall be responsible for such Work and shall correct same bearing the costs set forth in Subarticle 4.H above.
- 12.B All Work shall strictly conform to the requirements of this Contract. To that end, the Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents.
- 12.C The Work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts, errors or omissions of those engaged in the Work on behalf of the Contractor, including, but not limited to, all subcontractors and their employees. The Contractor shall maintain an on-site superintendent while any portion of the Work is being performed.
- 12.D The Contractor hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed Work will be complete, of high quality, without defects, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Subarticle shall constitute a breach of this Contractor's warranty.
- 12.E The Contractor is responsible for obtaining all licenses and permits and shall bear the cost of all fees, and calling for all inspections, that are customarily the responsibility of the Contractor. The

Contractor will cooperate with and abide by the decision of inspectors having jurisdiction. The Contractor shall comply with all legal requirements applicable to the Work.

- 12.F The Contractor shall employ and maintain at the Project Site only competent, qualified full time supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the County otherwise agrees in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subarticle 12.F as though such individuals had been listed above. Notices given to the persons listed above, or their successors, will constitute sufficient notice to bind the Contractor. If at any time the County reasonably determines that any employee of the Contractor is not properly performing the Work in the best interest of the Project, or is hindering the progress of the Work, or is otherwise objectionable, the County shall so notify the Contractor, which shall replace the employee as soon as possible, at no increased cost to the County.

- 12.G The Contractor must submit to the County the Contractor's schedule for completing the Work as described in the Specifications. The County will not review any Payment Request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the specifications, which shall provide for expeditious and practicable construction of the Project. The Contractor's schedule shall be updated no less frequently than monthly (unless the Parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the County. Strict compliance with the requirements of this Subarticle 12.G shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with the requirements shall constitute a material breach of this Contract.
- 12.H The Contractor shall keep an updated copy of the Contract Documents at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the County during all regular business hours.
- 12.I Shop drawings and other such submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the County or as required by the Contract Documents. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the County shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract, and shall not relieve the Contractor of responsibility for deviations from the Contract unless the County has been specifically informed of the deviation in writing submitted by the Contractor and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the Contractor that it has verified that the submittals meet the requirements of the Contract, or will do so, including field measurements, materials and field construction criteria related thereto.

The County shall have no duty to review partial submittals or incomplete submittals. The Contractor shall have the duty to carefully review, inspect, examine and physically stamp and sign any and all submittals before submission of same to the County.

- 12.J The Contractor shall maintain the Project Site and adjacent areas affected by its work and/or the acts of its employees, materialmen and subcontractors in a reasonably clean condition during performance of the Work. Upon Substantial Completion, the Contractor shall thoroughly clean the Project Site of all debris, trash and excess materials or equipment. If the Contractor fails to do so, the County may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the Contractor for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.
- 12.K At all times relevant to this Contract, the Contractor shall permit the County and its consultants to enter upon the Project Site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.
- 12.L The County may undertake or award other contracts for portions of the Work or additional work, and the Contractor shall fully cooperate with and ensure that its forces reasonably accommodate such other contractors and County employees, coordinate its schedule with the work of other contractors, and carefully fit its own work with such work as may be directed by the County. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by County employees. If the Contractor claims that delay or damage results from these actions of the County, it shall promptly submit a claim as provided herein.
- 12.M PROTECTION OF PERSONS AND PROPERTY.

It shall be the responsibility of the Contractor to initiate, continue and supervise all safety programs and precautions in the performance of the terms of this Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the County and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the Contractor's obligations hereunder, the Contractor shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the County, the Contractor shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the Contractor or any subcontractor, sub-subcontractor or materialman. This obligation shall be in addition to the requirements of Article 13 herein. The County may direct the Contractor to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority, the County shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the Contractor's primary role in same. The County shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The Contractor shall promptly notify the County upon discovery of any unidentified material which the Contractor reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop Work in the affected area of the Project. The Contractor shall not be responsible

for removal or other work with regard to such hazardous material unless otherwise agreed between the County and the Contractor. In the case of Work stopped hereunder, Article 8 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the County.

### **ARTICLE 13** **INDEMNIFICATION**

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

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

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

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



obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

#### **ARTICLE 14** **CLAIMS BY THE CONTRACTOR**

Claims by the Contractor against the County, **other than for time extensions covered by Article 8 hereof**, are subject to the following terms and conditions:

- 14.A All Contractor claims against the County shall be initiated by a written claim submitted to the County. Notice of such claim shall be received by the County no later than either ten (10) Calendar Days after the event, or ten (10) Calendar Days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the County within thirty (30) Calendar Days after notice has been received; and
- 14.B The Contractor and the County shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor including claims set forth in Article 8 hereof; and
- 14.C In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price may, with the approval of the County, be modified, either upward or downward, upon the written notice of claim made by either Party within Ten (10) Business Days after the first appearance to such Party of the circumstances. Final costs must be submitted within thirty (30) Calendar Days after such notice is received by the County, unless extended by written contract of the Parties. As a condition precedent to the County having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the County written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give the written notice and make the claim as provided by this Subarticle 14.C and Subarticle 10.A.2 shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition; and
- 14.D In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the County therefor, unless emergency conditions exist, the Contractor shall strictly comply with the requirements of Subarticle 14.A above and such claim shall be made by the Contractor before proceeding to execute any Work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the Contractor of any claim for additional compensation; and
- 14.E In connection with any claim by the Contractor against the County for compensation in excess of the Contract Price, any liability of the County for the Contractor's cost shall be limited to those cost categories set forth in Subarticle 16.E below.

#### **ARTICLE 15** **SUBCONTRACTORS**

- 15.A Prior to execution of this Contract, the Contractor shall have identified to the County in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the County. The County

shall, in writing, state any objections the County may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor to whom the County objects. If at any time the County objects to a subcontractor, the Contractor shall solicit proposals from potential replacements and shall submit the three lowest proposals to the County, along with the Contractor's proposed choice as replacement. If the approved replacement subcontractor's cost is verified to be higher than the removed subcontractor, the excess shall be added to the Contract Price, unless the subcontractor in question has to be removed due to a default, or deficient performance.

If the approved replacement subcontractor's cost is lower than the removed subcontractor, the difference shall be deducted from the Contract Price. Subcontractor markups shall be limited to those listed in Subarticle 16.E below.

All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the County against the Contractor herein, including those rights of Contract termination as set forth herein below.

- 15.B Each and every subcontract related to the Project is hereby assigned by the Contractor to the County, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the County accepts in writing directed to the Contractor. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment, and will not obligate the County to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the County, at the County's sole option. The Contractor shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

## **ARTICLE 16**

### **CHANGE ORDERS**

One or more changes to the Work within the general scope of this Contract, may be ordered by Change Order. The County may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The Contractor shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

- 16.A A Change Order may include a change in the Contract Price, (other than a change attributable to damages to the Contractor for delay as provided in Article 8 hereof), or the time for the Contractor's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the County may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Price or time for performance, for subsequent inclusion in a Change Order. Construction Change Directives shall include a not-to-exceed preliminary price, against which the Contractor may begin billing (subject to the requirements for pay applications elsewhere herein) as the Work is performed.
1. The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the County, with any proposal for a contract modification.

2. The price breakdown:
    - a. must include sufficient detail to permit an analysis of all costs for material, labor, equipment and subcontracts, and
    - b. must cover all Work involved in the modification, whether the Work was deleted, added or changed.
  3. The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
  4. The Contractor's bid shall include a complete justification for any time extension proposed.
- 16.B Any change in the Contract Price resulting from a Change Order shall be determined as follows:
1. By mutual agreement between the County and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both Parties and (c) the Contractor's execution of the Change Order; or,
  2. If no mutual contract occurs between the County and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Subarticle 16.E below. Any such costs or savings shall be documented in the format, and with such content and detail as the County requires.
  3. The Contractor shall promptly submit such documentation and other backup as the County may require in evaluating the actual costs incurred.
- 16.C The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's contract to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to, arising out of or resulting from the Work included within or affected by the executed Change Order of which the Contractor knew or should have known.
- 16.D The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the County, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the County that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.
- 16.E For the purpose of Change Orders, the following definitions of terms apply:
- Contractor's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

Contractor's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved workmen, employer contributions towards company standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave.

Contractor's or Subcontractor's overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the Contractor's materials, direct labor, and equipment costs.

The allowance for overhead and profit shall be limited to the following schedule:

1. For the Contractor, for any work performed by the Contractor's own forces, 15% of the Subtotal of Costs to the Contractor.
2. For the Contractor, for any work performed by its Subcontractor, 7% of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.
4. For each Subcontractor, for work performed by its Sub-subcontractor(s), 7% of the amount due the Sub-subcontractor.
5. For Change Orders the total cost or credit to the County shall be based on the following schedule:

Contractor's Materials Cost  
 + Contractor's Direct Labor Costs  
 + Contractor's Equipment Costs (includes owned/rental equipment)<sup>(1)</sup>  
 + Applicable Subcontractor Costs  
 Subtotal of Costs to the Contractor  
 + Contractor's Overhead and Profit  
 Total Cost or Credit to the County

(1) Owned Equipment For equipment owned by the Contractor, actually used in Change Order work including sales tax, or any related business entity, regardless of whether Contractor leases such equipment from the related business entity, the cost shall be the lesser of (i) the Contractor's actual ownership cost, or (ii) 85% of the applicable ownership cost listed in the most recent edition of the Contractor's Equipment Cost Guide, published by Dataquest.

Third Party Rental Equipment For equipment actually rented by the Contractor, actually used in Change Order work including sales tax, from an unrelated third party, the cost shall be the lesser of (i) the Contractor's actual rental cost, or (ii) 85% of the applicable equipment rates based on the most recent edition of the Rental Rate Bluebook for Construction published by Dataquest. A reasonable rental cost shall be allowed as determined by the Program/Construction Manager when machinery and construction equipment not so listed is required.

- 16.F Nothing contained in this Article shall be deemed to contradict or limit the terms of Subarticle 8.E herein.

## **ARTICLE 17**

### **DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK**

- 17.A In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the County, such work shall be uncovered and displayed for review by the County and/or its consultants upon request, and shall be reworked at no cost in time or money to the County.
  
- 17.B If any of the work is covered, concealed or obscured in a manner not covered by Subarticle 17.A above, it shall, if directed by the County, be uncovered and displayed for the County and/or its consultants. If the uncovered work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the County. Otherwise, such costs shall be borne by the Contractor.
  
- 17.C The Contractor shall, at no cost in time or money to the County, correct work rejected by the County as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the County for all testing, review, inspections and other expenses incurred as a result thereof.
  
- 17.D In addition to its warranty obligations set forth elsewhere herein and any manufacturer's warranties provided on the Project, and in addition to other remedies provided herein or by law to the County, the Contractor shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the County.
  
- 17.E The County may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming work. The Contractor shall have an opportunity to correct any defect or non-conformance prior to the County taking the above actions. The Contractor, upon written notice of any defect or non-conformance, shall have ten (10) Calendar Days to make corrections, unless the County agrees that the correction will require more than ten (10) Calendar Days to correct.

## **ARTICLE 18**

### **COUNTY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE**

- 18.A In addition to the County's rights under Article 11 and elsewhere herein, the County shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof when in the interests of the County. If any such suspension is directed by the County, the Contractor shall immediately comply with same.
  
- 18.B In the event the County directs a suspension of performance under this Article, through no fault of the Contractor, if the suspension is lifted other than by termination, the County shall pay the Contractor as full compensation for such suspension, the Contractor's ordinary and reasonable costs, actually incurred and paid, of:

1. demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Subarticle 16.E above); and
  2. preserving and protecting work in place; and
  3. approved storage of materials or equipment purchased for the Project, including insurance thereon; and
  4. substantiated extended field office overhead (no home office overhead).
- 18.C The County may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work.
- When the County orders any suspension of the Work under this Subarticle 18.C, the Contractor shall not be entitled to any payment for Work which the Contractor performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.
- 18.D The County's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

## **ARTICLE 19**

### **TERMINATION BY THE COUNTY**

#### **19.A For Convenience**

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

#### **19.B For Default**

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

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

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

**19.C Termination for Non-Appropriation of Funds**

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

**19.D Rights Cumulative**

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

**ARTICLE 20**  
**MODIFICATION**

The Contracts and Procurement Director has the unilateral right to modify this Contract, within the general scope of Work, when the modification is in the best interest of the County, provided however, the Contractor is given written notice of any such modification and the County is responsible for paying the Contractor for any additional expenses incurred by the Contractor which relate to said modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Contracts and Procurement Director and the County is obligated to pay for the work performed pursuant to the modification.

No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

**ARTICLE 21**  
**CONTRACTOR'S WARRANTIES AND REPRESENTATIONS**

- 21.A The Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use its best skill and attention to provide above described Work in a professional, timely manner.
- 21.B The Contractor warrants and represents that is shall be responsible for all subcontractors working directly for it, as well as for their work product, as though Contractor had performed the Work itself.
- 21.C If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Work covered by the bid and provided by the Contractor are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested,

the Contractor shall furnish to the County for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When required by the Contract or when called for by the County, the Contractor shall provide full information concerning the material or supplies which Bidder contemplates incorporating in the Work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

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

## **ARTICLE 22**

### **INSURANCE REQUIREMENTS**

The Contractor, at its own expense, shall at all times during the term of this Contract maintain insurance as included in Exhibit A, Invitation for Bid 6195-26K which is attached hereto and previously incorporated by reference. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any sub-contractors to carry the same coverages in the same amounts. The County must be advised immediately of any changes in required coverages.

Installation Floater: Instead of a builder's risk insurance policy, the Contractor shall provide an "all direct risk of loss including the perils of flood and earthquake Installation Floater" in the amount of the full insurable value of the project. All deductibles are to be paid by the Contractor.

## **ARTICLE 23**

### **SURETY BONDS**

The Contractor shall furnish separate performance and payment bonds to the County, as required by the IFB. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the County and shall be executed by a surety, or sureties, reasonably acceptable to the County.

## **ARTICLE 24**

### **PROJECT RECORDS**

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall, upon written request by the County, be made available to the County, its consultants, any state grantor agency, federal grantor agency, any other regulatory authority, any assignee or any of their duly authorized representatives for review, inspection, auditing and copying. Said records include, but are not limited to, all drawings, plans,



specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than three (3) years from the date of Final Payment, or until the end of any audit, or the closure of all pending matters under this Contract, or for any longer period of time as may be required by law or good construction practice, whichever is later. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

## **ARTICLE 25**

### **CONTROLLING LAW**

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.

## **ARTICLE 26**

### **SUCCESSORS AND ASSIGNS**

Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the County. The Contractor shall not assign any money due or to become due under this Contract without the prior written consent of the County.

## **ARTICLE 27**

### **COMPLIANCE WITH LEGAL REQUIREMENTS**

- 27.A. All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of this Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.
- 27.B The Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

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

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

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

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

## **ARTICLE 28**

### **NON-DISCRIMINATION**

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

## **ARTICLE 29**

### **DRUG-FREE WORKPLACE ACT**

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

## **ARTICLE 30**

### **STATE AND LOCAL TAXES**

- 30.A Except as otherwise provided, Contract prices shall include all applicable state and local taxes.
- 30.B The Contractor shall calculate that portion of the Contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by Contractor. If the Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.
- 30.C The Contractor shall indemnify and hold harmless the County for any loss, cost or expense incurred by, levied upon or billed to the County as a result of the Contractor's failure to pay any tax of any type due in connection with this Contract.
- 30.D The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

## **ARTICLE 31**

### **GRATUITIES AND KICKBACKS**

- 31.A Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase

request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

- 31.B Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- 31.C Violation of this clause may result in Contract termination.

## **ARTICLE 32**

### **NOTICES**

Any and all notices required to be sent under this Contract or otherwise shall be sent to the following:

If to the County:

Charleston County Procurement Department  
Attn: Barrett Tolbert, Director  
4045 Bridge View Drive – Suite B250  
Charleston, South Carolina 29405

If to the Contractor:

(To be completed upon award)

## **ARTICLE 33**

### **ENTIRE CONTRACT**

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

## **ARTICLE 34**

### **SEVERABILITY**

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, the offending section shall be void and of no effect and shall not render any other section, nor this Contract as a whole, invalid.

Any terms which, by their nature, should survive the suspension, termination or expiration shall be deemed to survive.

**ARTICLE 35**  
**WAIVER**

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

**IN WITNESS WHEREOF**, the Parties have executed this Contract No. 6195 under their respective seals the day and year first written above.

**CONTRACTOR:**

**COUNTY OF CHARLESTON, SOUTH CAROLINA:**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Barrett J. Tolbert

Contracts and Procurement Director

**Witness:**

**Witness:**

1) \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

2) \_\_\_\_\_  
Charleston, SC

## **ATTACHMENT D**

# **SAMPLE FORMS**

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

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

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
  - 1 Insurance Services Office (ISO) Commercial General Liability Coverage Form ("occurrence") CG 00 01 10/01.
  - 2 Insurance Services Office Business Auto Coverage Form CA 00 01 1% 1 covering automobile liability for all "owned, hired and non-owned autos".
  
- B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
  
- C. Contractor shall maintain limits no less than the following:
  - 1. **COMMERCIAL GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
  - 2. **BUSINESS AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - 3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$500,000 each accident, \$500,000 policy limit, and \$500,000 each employee.
  
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
  - 1. Commercial General Liability and Automobile Liability Coverages  
The County of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Charleston, its officials, employees or volunteers. To accomplish this objective, the County of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office (ISO) Commercial General Liability Endorsement CG 20 10 10/01 (*Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization*) and CG 2037 (*Additional Insured-Owners, Lessees or Contractors-Completed Operations*) or their equivalent endorsements. Contractors' insurance coverage shall be primary insurance as respects the County of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To

accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

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

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

2.     Workers' Compensation  
The Contractor shall agree to waive all rights of subrogation against the County of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County of Charleston.
- E.     Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the County of Charleston.
- F.     Each Insurance policy required by the County of Charleston shall be endorsed to state that should any of the required policies be cancelled before the expiration date thereof, notice will be delivered to the County of Charleston within policy provisions.
- G.     All coverages for subcontractors shall be subject to all the requirements stated herein.
- H.     Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-and minimum Financial Size Category (FSC) of VIII or greater. Exceptions to this requirement must be approved in writing by the Safety & Risk Management Department.
- I.     If the County elects to assign the attached contract to the Charleston County Transportation Committee, as set for in the contract, then, the Charleston County Transportation Committee shall be named an additional insured along with the County of Charleston and shall be equally entitled to all coverages and benefits of the policies.
- J.     The Contractor shall furnish the County of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County of Charleston, Procurement Department, before work commences. The County of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.  
Required certificates should be mailed to:

Charleston County Procurement Department  
Lonnie Hamilton, III Public Services Building  
4045 Bridge View Drive  
North Charleston, South Carolina 29405

**POLICY NUMBER: COMMERCIAL GENERAL LIABILITY CG 20 10 10 93**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE**

**Name of Person or Organization:**

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

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

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

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



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

(This bond is issued simultaneously with Performance Bond in favor of the Owner conditioned on the full and faithful performance of the Contract)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the

Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a nonjury hearing before the Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

_____ (Witness)	_____ (Principal) (Seal)
_____ (Witness)	_____ (Title)
	_____ (Surety) (Seal)
	_____ (Title)

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conditions. Provided however, in the event Surety elects Option 2, the Surety must perform the Contract without interruption of Services to the County until Option 2 is implemented.

Upon determination by the Surety of the lowest responsive and responsible bidder, or, if the County elects, upon determination jointly by the County and the Surety of the lowest responsive and responsible bidder, the Surety shall arrange for a contract between such bidder and the County under the same terms and conditions for the performance and completion of the Contract, and/or in the sole discretion of the County in substantially similar or under the same terms and conditions for the performance and completion of the Contract. The new contract must be secured with a performance bond executed by the new vendor and a qualified surety equivalent to the bond issued on the initial Contract.

B. Waiver of Rights. The Surety hereby waives notice of any modifications, alterations, or extensions of time made by the County to the Contract, whether unilateral or by mutual consent. No extension of time, change, alteration, modification, deletion, or addition to the Contract, or of the Work required therein shall release or exonerate the Surety on the Bond or in any way affect the obligations of the Surety to perform the Contract as changed, altered, or modified under this Bond. In addition, the Surety also waives any pre-performance objections or challenges to the validity of the County's notice or declaration of default under the Contract as a justification for the Surety's non-performance within the timeframe provided in Section III of this Agreement. Provided however, the Surety's performance hereunder shall not be construed as a waiver of any post-performance objection or challenge to the propriety of the County's declaration triggering the Surety's performance.

## **SECTION II. FINANCIAL OBLIGATIONS**

The Surety agrees to make available as Contract Work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this Performance Bond) sufficient funds to pay the cost of completion of the Contract or successor contracts. The Performance Bond Amount shall cover all costs invoiced by third party vendors to the County that exceed the cost in the Contract (to include phases) or costs already paid by the County to Contractor, but not exceeding the Performance Bond Amount (excluding other costs and damages for which Surety may be liable hereunder).

The Surety's monetary obligation under this Bond is limited to the Performance Bond Amount identified herein, except as otherwise provided. In the event the entire Contract Price has been paid in whole or in part by the County and the Work is determined to be incomplete or defective in accordance with the terms of the Contract, the Surety is obligated to complete the Contract in an amount not to exceed the Performance Bond Amount, except as provided herein. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Contractor under the Contract. The Surety's obligations shall include, but are not limited to:

- A. The responsibilities of the Contractor to complete the Contract and/or to correct defective work;
- B. The responsibilities of the Contractor to pay damages under the Contract; and
- C. The cost of additional professional fees, and costs for all delays resulting from Contractor's default, and resulting from the Contractor's or Surety's actions or failure to act.

## **SECTION III. RIGHTS AND REMEDIES**

If the Surety does not proceed as provided in Section I within ten (10) days after receipt of written notice from the

Revised 3-14-18

County to the Surety demanding that the Surety perform its obligations under this Bond, then the Surety shall be deemed

to be in default on this Bond. If a Court of competent jurisdiction finds that the Surety is in breach hereunder, the Court shall award the County three times the actual damages sustained by the County as a result of the Surety's default, which amount shall not be limited to the Performance Bond Amount. At all times, the County shall be entitled to enforce any remedy available to the County under the laws of South Carolina.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due and is paid.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein or the heirs, executors, administrators or successors of the County.

**SECTION IV. GENERAL PROVISIONS**

If any term or condition of this Performance Bond or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Bond are declared severable.

This Performance Bond shall be governed by the laws of the State of South Carolina and any and all disputes arising out of this Bond shall, if it cannot be resolved without litigation, be litigated only in a non-jury hearing. Any such lawsuit shall be filed with the Circuit Court for the Ninth Judicial Circuit, Charleston County, South Carolina.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by its: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_, Surety

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by its: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

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

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

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

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

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

**Charleston County Contract Number: 6195**

**Project Name:** Lonnie Hamilton Public Services Building Transfer Switches Replacement

**Contractor/Vendor Name:** \_\_\_\_\_

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

\_\_\_\_\_

**Authorized Representative Name/Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

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



## **ATTACHMENT E**

# **REQUIRED FORMS**

**BID FORM**  
**Page 1 of 3**
**Date:** \_\_\_\_\_, 2026

**By submitting this bid, the undersigned Bidder represents:**

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

**Charleston County Taxes:** Please note that the Procurement Department is required to verify that all taxes have been paid to the County. If you owe delinquent taxes, your bid may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Charleston County Delinquent Tax Office Department at (843) 202-6570.

**Business License:** Does your business have a valid Charleston County Business License? ☐ No ☐ Yes # \_\_\_\_\_

You must possess a valid Charleston County business license for business undertaken in the *unincorporated* areas of the County. Contact the Revenue Collections Department at (843) 202-6080 with any questions. *Note: Work performed inside the corporate limits of a municipality will necessitate a business license for that municipality.*

**Business Ownership Certification**

Are you a certified Charleston County Small Business Enterprise (SBE)? ☐ No ☐ Yes - Certification No. \_\_\_\_\_

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

- |                                       |      |                                                 |      |                                                                  |      |
|---------------------------------------|------|-------------------------------------------------|------|------------------------------------------------------------------|------|
| <input type="checkbox"/> White Male   | ___% | <input type="checkbox"/> Hispanic/Latino Male   | ___% | <input type="checkbox"/> American Indian/Alaskan Native Male     | ___% |
| <input type="checkbox"/> White Female | ___% | <input type="checkbox"/> Hispanic/Latino Female | ___% | <input type="checkbox"/> American Indian/Alaskan Native Female   | ___% |
| <input type="checkbox"/> Black Male   | ___% | <input type="checkbox"/> Asian Male             | ___% | <input type="checkbox"/> Native Hawaiian/Pacific Islander Male   | ___% |
| <input type="checkbox"/> Black Female | ___% | <input type="checkbox"/> Asian Female           | ___% | <input type="checkbox"/> Native Hawaiian/Pacific Islander Female | ___% |

**Name of Bidder:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

BIDDER: \_\_\_\_\_

IFB No. 6195-26K

**BID FORM**  
**Page 2 of 2**

I certify that I am entitled to represent the firm, empowered to submit the bid, and authorized to sign a Contract to provide all materials, equipment, labor, and supervision for the Lonnie Hamilton Building Transfer Switches Installation project as described by this IFB for the following costs:

**A. Lump Sum Base Bid**

The Contractor shall perform all work shown on the Drawings and as generally described in the scope of work in its entirety with no allowances or separate pricing, for the lump sum of:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_) **Lump Sum Total**

**\*\*Bid Prices must include all costs for the Project and any and all applicable taxes\*\***

**Payment Options:**

Do you accept credit cards as a form of payment? ☐ No ☐ Yes

**Bid Security**

Amount Enclosed (5% of Bid) \$ \_\_\_\_\_ (Bid Bond or Cashier's Check)

A copy of the Bid Bond must be submitted with the proposal. The original Bid Bond must be received in the County's Procurement Office within twenty-four (24) hours of the Due Date and Time of the solicitation.

**General Company Information:**

**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Signature \_\_\_\_\_ Print Name \_\_\_\_\_

**Title:** \_\_\_\_\_ (e.g. Owner, Partner, Corporate Officer, etc.)

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Remittance Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **FEIN:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Vendor is a/an:** ☐ Sole Proprietorship ☐ Partnership ☐ LLC ☐ Corporation – list the state of incorporation \_\_\_\_

**SC Contractor's License Type:** \_\_\_\_\_ **Number:** \_\_\_\_\_

## **Non-Collusion Oath**

COUNTY OF: \_\_\_\_\_

STATE OF: \_\_\_\_\_

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

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public\_\_\_\_\_  
Authorized Signature for Firm

For the State of: \_\_\_\_\_

\_\_\_\_\_  
Name:

My Commission Expires: \_\_\_\_\_

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

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

Please print Firms name and address:

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

## **Compliance with Illegal Immigration Act**

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

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

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

Charleston County Contract Number: 6195

Project Name: Lonnie Hamilton Building Transfer Switches Replacement

Contractor/Vendor Name: \_\_\_\_\_

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

Authorized Representative Name and Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Witness (Print Name and Sign): \_\_\_\_\_



## **Equal Employment Opportunity Certification**

(For Contractors/Vendors Other Than Individuals)

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

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

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

Charleston County Contract Number: 6195

Project Name: Lonnie Hamilton Building Transfer Switches Replacement

Contractor/Vendor Name: \_\_\_\_\_

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

Authorized Representative Name and Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Witness (Print Name and Sign): \_\_\_\_\_

## CHARLESTON COUNTY PROCUREMENT SUBCONTRACTOR DATA FORM

**List all subcontractors to be used on this project.**

**Failure to complete this Subcontractor Data Form in its entirety, as well as to submit this form with your original response to this solicitation, may subject your response to rejection. Attach additional copies of this form if more space is needed. Substitutions for this form are not acceptable.**

Solicitation No. \_\_\_\_\_ Total Bid Amount \_\_\_\_\_ Date \_\_\_\_\_

Prime Contractor \_\_\_\_\_ City & State \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Subcontractor's Business Name, Address, Phone, and Principal's Name	Short Description of Goods or Services to be Provided by Subcontractor	Any licenses or certifications required by SC law for this subcontractor or any of its employees?	Is this business a certified Charleston County SBE?	Is this business a certified SCDOT DBE?	Dollar Amount of Subcontract	Subcontract Percentage of Total Bid Amount
		<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No		
		<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No		
		<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No		
		<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No		
		<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No		
		<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No		
		<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No	<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No		

**MAKE ADDITIONAL COPIES OF THIS FORM IF MORE SPACE NEEDED**

Page \_\_\_\_\_ of \_\_\_\_\_



**Mandatory SBE Subcontract Requirement Form**  
Instructions for Completion

**Failure to comply will result in your offer being deemed *non-responsive*.**

*Charleston County Council unanimously passed a Small Business Enterprise (SBE) Program Ordinance in 2007, which requires **mandatory** subcontract requirements for solicitations expected to be at least \$100,000. The Contract percentage required is stated on the **Mandatory SBE Subcontract Requirement Form** (see Page 2).*

- If the prime contractor is itself a certified SBE, the mandatory subcontract requirement becomes voluntary (prime must still sign and submit the form (Page 2). In order to qualify under this clause, the prime contractor must be certified for the same types of services/supplies as those stated in the solicitation.
- Charleston County Procurement will attach a Mandatory SBE Subcontract Requirement Form to any solicitation which is expected to be at least \$100,000. If you do not properly complete and attach the Mandatory SBE Subcontract Requirement Form, your submittal will be deemed *non-responsive* and will not be considered.
- The percentage requirement is specific to this project and applies to any change orders, additional services, modifications, or revisions to the original contract. A listing of certified SBEs is available on the County's Website at [WWW.CHARLESTONCOUNTY.ORG/SBE](http://WWW.CHARLESTONCOUNTY.ORG/SBE) or by calling the Procurement Department at 843.958.4750.
- Businesses certified as DBEs by the S.C. Department of Transportation (SCDOT) are eligible for "fast-tracked" certification into the SBE Program provided they do not exceed the \$7.5 million *gross annual receipts* ceiling as required by the Procurement Ordinance. (Income can be averaged over the previous three years.) The DBE owner should be advised to contact the SBE Program immediately in order to get certified prior to the bid-opening date. Without a valid SBE certificate, the DBE cannot be counted toward the mandatory SBE requirement.
- An SBE cannot be counted toward the mandatory goal if they have not been certified for the same type of services or supplies as the subcontract states.
- A subcontractor does not have to be a certified SBE to participate on County projects; however, it cannot be counted toward the mandatory SBE subcontract requirement if it is not a certified SBE.
- A Bidder/Offeror may not apply one of its own subsidiary companies or its own workforce toward meeting the mandatory SBE subcontract requirement unless the Bidder/Offeror is itself a certified Charleston County SBE
- The contractor will maintain records showing: subcontractor/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to SBEs, and copies of executed contracts with SBEs. The contractor may be required to provide access to books, records, and accounts to authorized officials of the County for verification purposes. All County contracts are subject to SBE audit.
- Properly documented appeals to the subcontract requirement may be submitted to the Contracts and Procurement Director in accordance with the provisions of *Charleston County Procurement Ordinance, Division 7, Legal and Contractual Remedies*. The Procurement Ordinance is available online at [WWW.CHARLESTONCOUNTY.ORG](http://WWW.CHARLESTONCOUNTY.ORG), or by calling the Procurement Department at 843.958.4750.

REV 3-29-2021





**Small Business Enterprise (SBE) Program  
Mandatory SBE Subcontract Requirement Form**

**This form must be completed and included with your response.  
Failure to fully comply will result in your submittal being deemed *non-responsive*.**

**\*The mandatory subcontract requirement  
for this contract is 12.2% of the total bid amount.**

**Name of Prime Contractor** \_\_\_\_\_

\*If the prime is, itself, a certified Charleston County SBE, the above percentage becomes a voluntary goal.

Is your business a currently certified Charleston County SBE?    ☐ No    ☐ Yes

**If you checked “Yes,” you are not required to complete the rest of this form;** however, your voluntary inclusion of other SBEs as subcontractors is encouraged.

**Total Bid Amount** \_\_\_\_\_

Name of Certified SBE	Contact Person & Phone No.	Description of Goods/Services to be Provided	Dollar Amount of Subcontract	% of Total Bid Amount

**Good Faith Affidavit  
Page 1 of 2**

**Minority/Woman-Owned/Disadvantaged Business Enterprise  
Compliance Provisions**

Charleston County Council has adopted a policy setting 25% as the goal for Minority/Woman-owned/Disadvantaged Business Enterprise (M/W/DBE) participation in all County contracts.

The guidelines for participation in the County of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These guidelines shall apply to all contracts and resulting subcontracts issued by contractors. To obtain a list of certified M/W/DBEs, please contact the Contracts and Procurement Department at (843) 958-4750.

These documents **must** be completed and returned with your response/bid. Failure to do so may result in your bid response being deemed non-responsive.

---

**AFFIDAVIT A  
County of Charleston, South Carolina  
Listing of the Good Faith Effort**

Affidavit of \_\_\_\_\_  
(Name of Offeror)

**I have made a good faith effort to comply with the following listed items:**

1. Minority, woman-owned, disadvantaged businesses, that reasonably could have been expected to submit a quote and that were known to the contractor, were contacted utilizing Federal, State and/or Local Government minority registry list(s). Contacts were made at least 10 days, or within a reasonable amount of time, before the submittal date, and the subcontractors were notified of the nature and scope of work to be performed.
2. The construction plans, specifications, and requirements have either been available for review by prospective M/W/DBE or have been provided to them at least 10 days or within a reasonable amount of time, before the submittals were due.
3. Where feasible, combined work has been broken down into units to better facilitate MWDBEs participation, as needed.
4. Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors, as needed.
5. Negotiated in "Good Faith" with interested M/W/DBEs and did not reject them as unqualified without sound reasons based on their capabilities. Any **rejection** of a minority, woman-owned, disadvantaged businesses based on their lack of qualifications must have the reasons documented in writing and attach supporting documents to the Good Faith Effort Affidavit.
6. Provided prompt pay agreements and policies to MWDBE subcontractors and suppliers associated with this Affidavit.

Signature of Authorized Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**Page 2 of 2**  
**AFFIDAVIT B**

**County of Charleston, South Carolina**  
**Portion of the Work to be Performed by M/W/DBEs**

**\*\*\*\*\*NOTE: THIS FORM MUST BE SUBMITTED WITH THE SUBMITTAL\*\*\*\*\***

Affidavit of \_\_\_\_\_  
(Name of Offeror)

\_\_\_\_\_, Total Project Amount \$ \_\_\_\_\_  
(Project Name)

Is your business a currently certified DBE? ☐ No ☐ Yes

Total M/W/DBE Participation Amount \$ \_\_\_\_\_

I certify that I have made a **Good Faith Effort** to expend a minimum of 25% of the total dollar amount of the contract with M/W/DBEs. The following M/W/DBEs will be employed as subcontractors, vendors, suppliers, and/or providers of professional services.

(Attach additional sheets if needed)

Name and Phone Number	*Code	Work Description	Dollar Value	Percentage %
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Minority Codes: Hispanic (**H**); Asian American (**A**), American Indian (**I**); Female (**F**); Socially and Economically Disadvantaged; (**D**) Black, African American (**B**)

The undersigned will attempt to formalize the subcontractor agreement with the M/W/DBE(s) listed above upon execution of a contract with the County.

The undersigned hereby certifies that he/she has read the terms of this Affidavit and is authorized to bind the Offeror to the Affidavit as set forth herein.

Name of Authorized Officer (Print/Type): \_\_\_\_\_ Date: \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **Notary Seal**

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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