

E. Steven Taylor, C.P.M.
Contracts and Procurement Director

Lonnie Hamilton, III Public Services Building
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INVITATION FOR BIDS
No. 4377-10K

Judicial Center Terrazzo Repairs

PROJECT OVERVIEW (See Section 01000 of the Scope of Work for details)
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DATE:	December 15, 2009
SOLICITATION NUMBER:	IFB No. 4377-10K
DESCRIPTION OF WORK:	Judicial Center Terrazzo Repairs
SMALL BUSINESS ENTERPRISE REQUIREMENT:	Charleston County Council has amended its Procurement Ordinance to include a mandatory Small Business Enterprise (SBE) subcontract requirement on most procurements and contracts. See the Required Forms section for details on the requirement for this project.
PRE-BID CONFERENCE:	Mandatory **Late arrivals will not be allowed to sign in.** <u>Tuesday, January 5, 2010 at 1:00 p.m.</u> 100 Broad Street Charleston, SC 29401
LAST DAY FOR WRITTEN QUESTIONS:	<u>Friday, January 8, 2010 at 5:00 p.m.</u> Fax No. (843) 958-4758 kbadger@charlestoncounty.org
DUE DATE/TIME:	<u>Thursday, January 21, 2010 at 3:00 p.m.</u>
LOCATION:	Procurement Department 4045 Bridge View Drive, Suite B250 North Charleston, SC 29405
PLAN FEE:	Available for download for free or \$5.00 for a copy of the solicitation on CD

****It is a violation of South Carolina law to submit a bid without a current applicable contractor's license.****

This solicitation does not commit Charleston County (the "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 accept or reject any, all or any part of bids received as a result of this request, or 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. The County will be the sole judge as to whether bids submitted meet all requirements contained in this solicitation.

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

- A. Bids must be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Bids may not be submitted by fax or other facsimile transmittal.
- B. 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 by IFB (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.

Please note: On the day that responses to County-issued bids, proposals or qualifications are due, and to the extent that someone is present at the Procurement Department's desk situated inside the main lobby at the Lonnie Hamilton III Public Services Building, the County will time-stamp said responses at the Procurement Department's desk. **Responses will be time-stamped in the lobby only on the solicitation's due date between 2:45 p.m. and 3:00 p.m.** The County will make every reasonable effort to have someone present to time-stamp responses at the designated date and time. Bids may still be mailed or delivered in person to the Procurement Department in Suite B250 any time prior to a solicitation's due date and time.

- C. **Bids submitted after the "closing" date and time are considered "late bids". "Late bids" will not be opened or considered.**
- D. Bids may be withdrawn by written request received from the Bidder prior to the time set for closing of bids, but not thereafter.
- E. Bidders shall promptly notify the County Procurement Department in writing 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 IFB documents or the project premises and local conditions.
- F. Bidders requiring clarification or interpretation of the IFB 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. Any interpretation, correction or change of the IFB documents will be made by addendum. It is your responsibility to monitor the Procurement website at www.charlestoncounty.org for any additional information, revisions, or addenda that may be posted.

- H. Failure to submit a bid on the form 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. The County seeks a single, qualified company to be responsible for completion of the work (hereinafter “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. The following are included in the Bid Package:
- Special Instructions/Terms and Conditions
 - Scope of Work / Specifications / Drawings
 - Sample Contract
 - Sample Forms
 - Required Forms

2. **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.

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 its bid is made in accordance therewith.
- B. The Bidder has reviewed the IFB, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the IFB and Sample Contract.
- C. The bid is based on the terms, materials, systems and equipment required by this IFB, without exception.
- D. The Bidder and its subcontractors comply with the regulations promulgated in the State of South Carolina General and Mechanical Contracting Act as enforced by the South Carolina Contractor’s Licensing Board, if applicable.
- E. 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. CONDITIONS AFFECTING THE WORK

The successful Bidder shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Any failure by the successful Bidder to do so will not relieve Bidder from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understandings or representations concerning conditions made by any of its officers, agents or consultants prior to the submission of its bid or the execution of any contract related thereto, unless such understandings or representations by the County are expressly stated in the Contract documents.

5. AWARD OF CONTRACT

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

6. 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.

7. 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 "Sample Contract". The only anticipated changes to the 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 closing. **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 the Sample Contract, Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Sample Contract, before submitting a bid. Again, the 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.

8. MODIFICATION

The County has defined this section in the Sample Contract under Article Twenty.

9. INSURANCE REQUIREMENTS

The successful Bidder, at its own expense, shall at all times during the term of the Contract, carry insurance as required herein (see Sample Forms).

The County shall not issue a Notice to Proceed until the successful Bidder has submitted acceptable Insurance Certificate(s) and Endorsement(s), which must be submitted within five (5) business days after 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 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 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.

Faxed Insurance Certificate(s) and Endorsement(s) will be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

The County must be advised immediately of any changes in required coverages.

The successful Bidder shall furnish and maintain all-risk builder's risk property insurance, satisfactory to the County, upon the entire Work at the site to the full insurable value thereof. This coverage shall name Charleston County as an additional insured, must include the interests of the successful Bidder, subcontractors and sub-subcontractors in the Work, and must be procured from an insurer licensed to do business in South Carolina with a Best's rating of "A+, A, A-". The policy must insure against perils including, but not limited to, earthquake, fire, extended coverages, windstorm, lightning, flood, and physical loss or damage, including theft, vandalism and malicious mischief.

10. 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.

11. **BIDDER'S QUALIFICATIONS**

Prior to execution of the Contract, the successful Bidder will be required to provide a copy of its current applicable contractor's license issued by the State of South Carolina and/or the County, including those subcontractors subject to licensing.

12. **SUBCONTRACTORS**

- A. If any subcontractors will be used for this project, the 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 herein (see 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.

13. **STATE AND LOCAL TAXES**

- A. Except as otherwise provided, Contract prices shall include all applicable state and local taxes.
- B. If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the County receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
- C. The successful Bidder shall calculate that portion of the Contract which is subject to the seven and one half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the successful Bidder. If the successful Bidder is a non-South Carolina company, the County will withhold the amount from all invoices and remit payment to the SCDOR, unless the successful Bidder furnishes the County with a valid South Carolina Use Tax Registration Certificate Number.

- D. The successful Bidder 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 successful Bidder's failure to pay any tax of any type due in connection with this Contract.
- E. The successful Bidder 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.

14. DRUG-FREE WORKPLACE ACT

The successful Bidder 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.

15. INDEMNIFICATION

The County has defined this section in the Sample Contract under Article Thirteen.

16. TERMINATION

The County has defined this section in the Sample Contract under Article Nineteen.

SPECIAL INSTRUCTIONS/ TERMS AND CONDITIONS

SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS
1. SUMMARY OF WORK

See Section 01000 of the Specifications for a brief description of the Work.

2. PRE-BID CONFERENCE

Interested Bidders are required to attend a **MANDATORY** pre-bid conference on **Tuesday, January 5, 2010 at 1:00 p.m.** at the **Charleston County Judicial Center at 100 Broad Street, Charleston, SC 29401**. Attendees should enter the main lobby and pass through the security checkpoint closest to the Broad Street side of the building. We will meet in the lobby area just beyond the security checkpoint. Bids will only be considered from contractors whose firms have sent an authorized representative to the pre-bid walk-through. Attendees must sign the County's sign-in sheet at the beginning of the walk-through. No attendees will be allowed to sign once the walk-through has begun and all attendees must remain until the County's Procurement Department Representative, in conjunction with the County's Facilities Department Representative, officially conclude the walk-through.

In order to eliminate confusion, solicitation packages will not be distributed at the pre-bid conference. All packages should be obtained prior to or after the conference.

3. WRITTEN QUESTIONS DEADLINE

The last day and time for submittal of written questions shall be no later than **Friday, January 8, 2010 at 5:00 p.m.** Written questions should be mailed, emailed, faxed or hand-delivered to the Procurement Department.

4. BID SUBMITTAL DEADLINE

Bids will be received until **Thursday, January 21, 2010 at 3:00 p.m.**, *(as indicated on the official clock in the Procurement Department)* after which time will be publicly opened and read. Bidders are invited to attend the closing of this bid at the time stated above.

Please note: On the day that responses to County-issued bids, proposals or qualifications are due, and to the extent that someone is present at the Procurement Department's desk situated inside the main lobby at the Lonnie Hamilton III Public Services Building, the County will time-stamp said responses at the Procurement Department's desk. **Responses will be time-stamped in the lobby only on the solicitation's due date between 2:45 p.m. and 3:00 p.m.** The County will make every reasonable effort to have someone present to time-stamp responses at the designated date and time. Responses may still be mailed or delivered in person to the Procurement Department in Suite B250 any time prior to a solicitation's due date and time.

5. PROJECT TIME OF COMPLETION

Overall time of completion for this project shall be sixty (60) calendar days from the issuance of a Notice to Proceed; however, physical work within the Judicial Center must be completed within thirty-five (35) calendar days.

6. 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 **sixty (60) 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.

7. MISCELLANEOUS

- A. The 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.

8. SECURITY REQUIRED

A. Bid Security

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, shall be for at least five (5%) percent of the total amount of the bid, and shall serve as a guarantee deposit that the bid will be carried out to the complete satisfaction of the County. In lieu of a bond, Bidder may submit a certified check or cashiers check in aforesaid amount payable in U.S. funds. Pursuant to County policy, bid security in the form of checks will be deposited with the County Treasurer into the County General Fund. Faxed bid bonds will not be acceptable.

B. Forfeiture of Bid Security

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

C. Return of Bid Security

Bid security will be returned to all bidders after the successful Bidder has executed the Contract and delivered all required bonds and Insurance Certificate(s) and Endorsement(s). Bidders will not be entitled to any interest earnings on returned funds, and in the case of bid security by check, such will be returned in the form of a County check.

D. Payment and Performance Security

1. The successful Bidder shall provide performance and payment bonds, in a form satisfactory to the County (see Sample Forms), 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 Bidder by the County.

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.

5. The successful Bidder may submit its payment bond and performance bond by fax; however, the original documents must be received within one (1) business day after receipt of the fax.

9. **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM**

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

10. DISADVANTAGED BUSINESS ENTERPRISE GOAL

Charleston County Council has established a goal of 20% for Disadvantaged Business Enterprise (DBE) participation on all contracts and procurements.

11. LOCAL VENDOR PREFERENCE OPTION

- A. A Local Vendor Preference Option is available to local vendors. Assuming a local vendor does not provide the lowest price/fee on a particular bid, the local vendor preference option allows the lowest local vendor the opportunity to match the low bid if the local vendor's bid is within 5% or \$10,000 of the non-local lowest responsive bid.
1. Any vendor claiming the local preference option must meet qualifications stated in Paragraph B below.
 2. The Local Vendor Preference Option will be allowed only for bids in which the lowest responsive bid amount exceeds \$10,000.
 3. In the event the procurement is to be made pursuant to state or federal guidelines that prohibit or restrict local preference, then there shall be no local preference used in award.
- B. A local vendor claiming local preference status must meet the following qualifications for the local preference status:
1. Has a principal place of business located within the limits of Charleston County. (A post office box or temporary construction or office trailer shall not be considered a place of business).
 2. Has a valid business license issued at least twelve months prior to the particular bid closing in which preference is being asked. The business license may be for any municipality within Charleston County or business license for the County.
 3. Has been engaged in business in Charleston County for at least twelve (12) months.
 4. Has proof of payment of all applicable Charleston County taxes and fees.
- C. Local vendors must state in their bid submittal that they are requesting consideration for Local Vendor Preference.

12. ADDITIONAL INFORMATION INQUIRIES

Questions or clarifications concerning this should **only** be directed to:

Kerry S. Badger, Senior Buyer
 County of Charleston
 4045 Bridge View Drive, Suite B250
 North Charleston, SC 29405
 Tel: 843-958-4754
 Fax: 843-958-4758
 Email: kbadger@charlestoncounty.org

If the Buyer named above is unavailable, please contact:

E. Steven Taylor C.P.M., Contracts and Procurement Director

Tel: 843-958-4750

Fax: 843-958-4758

SCOPE OF WORK

**Attachment A: Specifications (attached)
and**

Attachment B: Drawings (separate package available for download)

SAMPLE CONTRACT

FIXED PRICE CONSTRUCTION CONTRACT

Judicial Center Terrazzo Repairs



BETWEEN

CHARLESTON COUNTY, SOUTH CAROLINA

AND

(TO BE COMPLETED UPON AWARD)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Contract No. 4377
Judicial Center Terrazzo Repairs

THIS CONTRACT is entered into this ____ day of (Month) 2010 between CHARLESTON COUNTY, SOUTH CAROLINA, a public body corporate and politic and political subdivision of the State of Carolina (the "County"), and _____ a _____ Sole Proprietorship/Partnership/Corporation, (choose one) the address of which is _____ (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 construction of the _____; and

WHEREAS, the Contractor has represented to the County that its staff is qualified to provide 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, in consideration of the promises and covenants set forth herein, it is agreed by and between the Parties 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. 4377-10K 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 _____, 2010
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 Glick/Boehm & Associates , Inc.; unless otherwise directed by the County in writing, the Architect/Engineer 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 Contract
- 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 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 sixty (60) 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 Contractor shall pay the County the sum of **Two Hundred Dollars and 00/100 (\$200.00)** per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder

by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at the time of executing this Contract. When the County reasonably believes that Substantial Completion will be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages; and

- 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 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 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 7.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, material men, 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 material men 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, material men and subcontractors. In the event the County becomes informed that the Contractor has not paid a subcontractor, material man, 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, material man, 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 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 costs 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:
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 site of the Project. 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 the City of Charleston 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.

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.

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)¹
 + 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 B, Contractor's Insurance Certificate(s) and Endorsement(s), 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 subcontractors to carry the same coverages in the same amounts. The County must be advised immediately of any changes in required coverages.

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
APPLICABLE LAW

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a non-jury hearing in the Court of Common Pleas, Ninth Judicial Circuit, in Charleston County, South Carolina. The prevailing Party shall be entitled to recover attorney's fees and costs of the litigation.

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 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 the County harmless and indemnify it in the event of non-compliance.
- 27.B By signing a bid, the Bidder 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 and its subcontractors or sub-subcontractors; or (b) that the Bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

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

Bidder agrees to include in any contracts with 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.

ARTICLE 28
NON-DISCRIMINATION

The Contractor 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 If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the County receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
- 30.C The Contractor shall calculate that portion of the Contract which is subject to the seven and one half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the Contractor. If the Contractor is a non-South Carolina company, the County will withhold the 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.
- 30.D 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.E 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 Facilities Department
Attn: Mr. Daniel Chandler, P.E. - Director
4045 Bridge View Drive – Suite B217
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 under their respective seals the day and year first written above.

CONTRACTOR:

CHARLESTON COUNTY:

Name:
Title:

E. Steven Taylor, C.P.M.
Contracts and Procurement Director

Attest:

Attest:

1)_____

1)_____

2)_____

2)_____
Charleston, SC

SAMPLE FORMS

INSURANCE REQUIREMENTS
(Contracts Greater Than \$25,000 w/ Builder's Risk)

Contractors working for Charleston County 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, its 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 Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".
- 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. **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. **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 \$100,000 per accident.
 - 4. **BUILDER-S RISK PROPERTY INSURANCE**: Full insurable value.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability and Automobile Liability Coverages

The County, 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, its officials, employees or volunteers. To accomplish this objective, the County shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, 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, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County.

3. The Contractor shall furnish and maintain all-risk builder's risk property insurance, satisfactory to the County, upon the entire Work at the site to the full insurable value thereof. This coverage shall name Charleston County as an additional insured, must include the interests of the Contractor, subcontractors and sub-subcontractors in the Work, and must be procured from an insurer licensed to do business in South Carolina with a Best's rating of AA+, A, A-. The policy must insure against perils including, but not limited to, earthquake, fire, extended coverages, windstorm, lightning, flood, and physical loss or damage, including theft, vandalism and malicious mischief.

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the County.
- F. Each insured policy required by the County shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.
- G. All coverages for subconsultants 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-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. If the County elects to assign the attached contract to the Charleston Public Facilities Corporation as set forth in the Contract, then the Charleston Public Facilities Corporation 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. Contractor shall furnish the County 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 Insurance Certificates and Endorsements are to be received and approved by the County's Procurement Department before work commences. The County 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
 Attn: Chuck Wiggins
 4045 Bridge View Drive – Suite B250
 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 COUNTY OF CHARLESTON, CHARLESTON, SOUTH CAROLINA
THE CHARLESTON PUBLIC FACILITIES CORPORATION (if applicable)

(See Assignment Section in the attached Contract to determine whether Charleston Public Facilities Corporation is 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						
Producer ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345 Insured 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 ☒ Comm. General Liability ☐ Claims Made ☒ Occur ☐ Owner's & Contract's Prot ☒ Holder Named as Additional Insured	XXXXXXXXXX	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 ☒ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$1,000,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY ☐ Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY ☐ Umbrella Form ☐ Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability The Proprietor/Partners/Executive Officers Are: ☐ Incl ☐ Excl	XXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	☐ Statutory Limits	
					Each Accident	\$100,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$100,000
	OTHER Builders Risk to Include Flood and Earthquake			XX/XX/XX	AMOUNT OF CONTRACT	
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		
COUNTY OF CHARLESTON 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		



**Charleston County Government
Labor and Material Payment Bond**

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

KNOW ALL MEN BY THESE PRESENTS, that _____
(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, _____
(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Charleston County Government and Charleston Public Facilities Corporation, 4045 Bridge View Drive, North Charleston, South Carolina 29405, as Oblige, hereinafter called Owner, in the amount of _____

Dollars (\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 2010, entered into a contract with

Owner for _____
(Insert full name, address and description of project)

in accordance with the Drawings and Specifications prepared by _____
(Insert full name and address or legal title of the Design Professional)

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 _____, 2010.

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



**Charleston County Government
Performance Bond**

KNOW ALL MEN BY THESE PRESENTS, that _____
(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, _____
(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Charleston County Government and Charleston Public Facilities Corporation, 4045 Bridge View Drive, North Charleston, South Carolina 29405, as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2010, entered into a contract with

Owner for _____
(Insert full name, address and description of project)

in accordance with the Drawings and Specifications prepared by _____
(Insert full name and address or legal title of the Design Professional)

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 Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1. Complete the Contract in accordance with its terms and conditions, or
- 2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible

bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion of the Work, but not exceeding the Contract Price excluding other costs and damages for which Surety may be liable hereunder.

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.

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

Signed and sealed this _____ day of _____, 2010.

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



**STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

IFB No. 4377-10K
I-312
(Rev. 5/7/04)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. ____ Hiring or Contracting with:
Name: _____
Address: _____

____ Receiving Rentals or Royalties From:
Name: _____
Address: _____

____ Beneficiary of Trusts and Estates:
Name: _____
Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check appropriate box):
☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue
Date of Registration: _____
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment, or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B)(6)(a)(i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____
Date

If Corporate Officer, state title: _____

(Name - Please Print)

Mail to: The company or individual you are contracting with.

**INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: www.sctax.org

County of Charleston
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: 4377
Project Name: Judicial Center Terrazzo Repairs

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.

REQUIRED FORMS

BID FORM**Page 1 of 2****Date:** _____, 2010**By submitting this bid, the undersigned Bidder represents:**

1. That it has carefully examined the plans and specifications, related IFB documents and the site and is familiar with all the conditions surrounding the performance of the Work, including the availability of materials, equipment, supplies, and labor;
2. That, if awarded the Contract, it will provide all labor, supervision, material, supplies, and equipment to execute the Work in accordance with the Contract Documents;
3. That, if awarded the Contract, it will enter and execute a contract, provide all bonds and insurance coverage as required herein and will establish services after the issuance of a Notice to Proceed as required in the IFB;
4. That, if awarded the Contract, it agrees that if the Work or any part thereof is not completed within the Contract Time (including any extension thereof), it will be liable for damages in accordance with the Contract;
5. That it understands that the County reserves the right to reject any or all bids which do not meet the requirements, or all bids in the event that the Work is canceled, postponed, or if it is in the best interest of the County;
6. That it will hold its bid open for a period of sixty (60) calendar days from the date that bids are due.
7. That it is legally able to enter into and perform a contract, if awarded;
8. That it 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) 958-4570.

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.*

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

Charleston County Disadvantaged Business Goal: Charleston County Council has established a goal of 20% for Disadvantaged Business Enterprise (DBE) participation. This goal is in addition to the Small Business Enterprise (SBE) Program requirements set forth herein.

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:

☐ White Male	___%	☐ Hispanic/Latino Male	___%	☐ American Indian/Alaskan Native Male	___%
☐ White Female	___%	☐ Hispanic/Latino Female	___%	☐ American Indian/Alaskan Native Female	___%
☐ Black Male	___%	☐ Asian Male	___%	☐ Native Hawaiian/Pacific Islander Male	___%
☐ Black Female	___%	☐ Asian Female	___%	☐ Native Hawaiian/Pacific Islander Female	___%

Name of Bidder: _____

Authorized Signature: _____

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 Terrazzo Repairs as described by this IFB for the following costs:

Lump Sum Base Bid

The Contractor shall perform all work shown on the Drawings and as generally described in Section 01010 in its entirety, for the lump sum of:

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

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

Local Vendor Preference Option:

My company meets the requirements and wishes to request the local vendor preference. ☐ No ☐ Yes

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:** _____

Email Address: _____

Vendor is a/an:

☐ Sole Proprietorship ☐ Partnership ☐ LLC ☐ Corporation – list the state of incorporation _____

SC Contractor's License Type: _____ **Number:** _____

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

NOTICE: There is a mandatory subcontract requirement on this project. Failure to complete and return the attached two-page SBE form will result in your submittal being deemed “non-responsive.”

The MANDATORY subcontract requirement for this contract is 12.2% of the total bid amount.

See attached forms for full details.



Small Business Enterprise (SBE) Program How to Complete the Mandatory SBE Subcontract Requirement Form

This form must be completed and included with your response.
Failure to comply will result in the Bidder/Offeror 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 \$25,000. The Contract percentage required is stated on the **Mandatory SBE Subcontract Requirement Form** (see Page 2). **Under certain circumstances (such as when there are no SBEs certified in the business category required for the Contract), the mandatory subcontract requirement will be stated as 0%, and the prime will then be required to make a good faith effort to locate and subcontract with non-certified small businesses on the project. Details of the good faith effort requirement are stated in Section B of the form.***

▪ **If the prime contractor is itself a certified SBE, the mandatory subcontract requirement becomes voluntary (prime must still complete and submit the form (Page 2)).**

▪ Charleston County Procurement will attach a **Mandatory SBE Subcontract Requirement Form** to any solicitation which is expected to be at least \$25,000. **If the properly completed **Mandatory SBE Subcontract Requirement Form** is not attached, your submittal will be deemed non-responsive and will not be considered.**

▪ The percentage requirement is specific to the solicitation and applies to any change orders, additional services, modifications, or revisions to the original proposal. A listing of Certified SBEs is available on the County's Website at www.charlestoncounty.org/SBE or by calling the Procurement Department at 843.958.4750. Businesses certified as DBEs by the South Carolina Department of Transportation (SCDOT) may also be counted toward the subcontract requirement provided their gross annual income does not exceed \$7.5 million as averaged over the previous three years and as verified by federal tax returns for that period. Income will be verified prior to contract award.

▪ If a 0% requirement is stated for the solicitation, and the prime is not itself a certified SBE, the prime is required to make a good faith effort to locate and utilize non-certified small business enterprises on the project. The prime must document the effort in Section B of the **Mandatory SBE Subcontract Requirement Form** (Page 2). **Failure to correctly complete Section B on Page 2 will result in the submittal being considered non-responsive.**

▪ A vendor or subcontractor does not have to be a certified SBE to participate in the County's contracting and purchasing activities. However, it is our goal to attempt to certify any vendor or subcontractor who may qualify. Information on how to become certified as an SBE and the one-page application form can be accessed at www.charlestoncounty.org/SBE or by calling the Procurement Department at 843.958.4750.

▪ 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. In that event, the work performed by the prime contractor/vendor will be counted toward the requirement, and the **mandatory** subcontract requirement becomes voluntary.

▪ 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, or by calling the Procurement Department at 843.958.4750.



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

**This form must be completed and included with your response.
Failure to comply will result in the Bidder/Offeror being deemed non-responsive.**

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

Name of prime contractor firm _____

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

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

If yes, sign here: _____

If you checked "yes," you are not required to complete the rest of this form; however, your voluntary completion and good faith effort is encouraged.

Section A Complete this section **ONLY** if there is a **mandatory** percentage requirement stated above and the prime is NOT itself a certified SBE. All other primes must list all subcontractors that you intend to be counted toward the percentage requirement. To be counted toward the requirement, the subcontractor must be a Charleston County certified SBE. Firms certified as DBEs by the South Carolina Department of Transportation (SCDOT) can be counted toward the goal provided their gross annual income does not exceed \$7.5 million as averaged over the previous three years. Income will be verified prior to contract award.

Total Bid Amount _____				
Name of Small Business	Contact Person & Phone No.	Charleston County SBE Certification No. (if DBE, attach certificate)	Estimated \$ Amount of Subcontract	Estimated % of Total Bid

Section B Complete this section **ONLY if there is a 0% requirement stated above**. If the prime is itself a certified SBE, this section becomes voluntary. All others must list any small businesses (whose annual gross revenues are believed not to exceed \$7.5 million) that you have contacted as subcontractors for this contract. Charleston County Procurement will contact these firms to attempt to certify them as SBEs. Fulfillment of this requirement constitutes a good faith effort on your part **AND IS MANDATORY**. **Failure to comply with and fully document this section will result in a submittal being deemed non-responsive.**

Name of Small Business	Contact Person & Phone No.	Service/Supplies to be Provided by Subcontractor	Estimated \$ Amount of Subcontract	Estimated % of Total Bid

NOTE FOR IFBs: COMPLETE THIS FORM AND RETURN IT WITH YOUR RESPONSE. SUBSTITUTIONS FOR THIS FORM ARE NOT ACCEPTABLE.

SUBCONTRACTOR DATA FORM

Use this form to list all subcontractors to be used on this project.

Attach additional copies of this form if needed. Substitutions for this form are not acceptable.

Prime Contractor: _____ City & State _____ Phone: (____) _____

Form Prepared by: _____ Title: _____ Date: _____ Total Bid Amount \$ _____

Sub's Name, Address, Phone and Principal	Short Description of Goods or Services to be Provided by Subcontractor	Subcontractor's Required License Number(s) (*See note below)	Indicate if Multiple Ownership is <i>Less Than 51%</i> for any Controlling Interest	Indicate if Ownership is <i>at Least 51%</i>	Indicate if Ownership is <i>at Least 51%</i>	Dollar Amount of Subcontract	Subcontract Percentage of Total Bid Amount
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		

*List all licenses required for the subcontractor to conduct business in the state of South Carolina.

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: 4377

Project Name: Judicial Center Terrazzo Repairs

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

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 Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS _____ DAY OF _____, 2010

Notary Public

Authorized Signature for Bidder

For the State of: _____

Please print Bidder's name and address:

My Commission Expires: _____

Print Name: _____

Address: _____

Telephone: _____

(Note: Notary seal required for Out of State Bidder)

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: 4377

Project Name: Judicial Center Terrazzo Repairs

Contractor/Vendor Name:_____

Address:_____

Authorized Representative Name and Title:_____

Signature of Authorized Representative:_____

Witness (Print Name and Sign):_____

ATTACHMENT A

SECTION 00 01 01

PROJECT TITLE PAGE

PROJECT: JUDICIAL CENTER TERRAZZO REPAIR

100 Broad Street
Charleston, South Carolina

OWNER: County of Charleston

Facilities Department
4045 Bridge View Drive, Suite B217
North Charleston, South Carolina 29405
843.202.6900

CONSULTANT: Niagara Research Associates, div. F. Iselin Co.

Mr. Fritz Iselin
PO Box 54591
Jacksonville, Florida 32245
904.992.8180

END OF PROJECT TITLE PAGE

SECTION 00 01 10

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

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Division 02 -- Existing Conditions

02 41 00 - Demolition

Division 03 -- Concrete (NOT USED)

Division 04 -- Masonry (NOT USED)

Division 05 -- Metals (NOT USED)

Division 06 -- Wood, Plastics, and Composites (NOT USED)

Division 07 -- Thermal and Moisture Protection (NOT USED)

Division 08 -- Openings (NOT USED)

Division 09 -- Finishes

09 66 23 - Resinous Matrix Terrazzo Flooring

Division 10 -- Specialties (NOT USED)

Division 11 -- Equipment (NOT USED)

Division 12 -- Furnishings (NOT USED)

Division 13 -- Special Construction (NOT USED)

Division 14 -- Conveying Equipment (NOT USED)

Division 21 -- Fire Suppression (NOT USED)

Division 22 -- Plumbing (NOT USED)

Division 23 -- Heating, Ventilating, and Air-Conditioning (HVAC) (NOT USED)

Division 26 -- Electrical (NOT USED)

Division 27 -- Communications (NOT USED)

Division 28 -- Electronic Safety and Security (NOT USED)

Division 31 -- Earthwork (NOT USED)

Division 32 -- Exterior Improvements (NOT USED)

Division 33 -- Utilities (NOT USED)

END OF TABLE OF CONTENTS

SECTION 01000 – GENERAL REQUIREMENTS**PART 1 GENERAL:****1.01 RELATED DOCUMENTS:**

- A. Drawings and General Provisions of the Contract apply to this section.

1.02 SUMMARY:

- A. Section includes:
1. Contract description.
 2. Work by Owner.
 3. Contractor's Use of Premises.
 4. Contract Documents.
 5. Building Permits and Inspection.
 6. Special Inspection and Quality Assurance Testing.
 7. Schedule of Values.
 8. Applications for Payment.
 9. Change Order Procedures.
 10. Fees.
 11. Coordination.
 12. Preconstruction Meeting.
 13. Progress Meetings.
 14. Cutting and Patching.
 15. Submittal Procedures.
 16. Construction Progress Schedules.
 17. Manufacturer's Instructions.
 18. Manufacturer's Certificates.
 19. Quality Control.
 20. Tolerances.
 21. References.
 22. Examination.
 23. Preparation.
 24. Temporary Utilities, Facilities and Controls.
 25. Protection.
 26. Security Provisions.
 27. Products.
 28. Substantial Completion.
 29. Contract Closeout.

1.03 CONTRACT DESCRIPTION:

- A. The Work includes the furnishing of all labor, materials, equipment, and services necessary to demolish existing terrazzo, apply moisture mitigation to the concrete slab, provide new terrazzo, and related work in accordance with contract. The Work is described in full herein and on the attached Drawings.
- B. Perform Work of Contract under a fixed price construction contract with Owner in accordance with Conditions of Contract.

1.04 WORK BY OWNER:

- A. The Owner will provide a temporary entrance (door and handicapped ramp) located south of the existing stair in the Broad Street wing of the Judicial Center throughout the duration of the Contract Time.
- B. The Owner will relocate and reinstall the security equipment, three sets of magnometers and x-ray machines, located in the Main Lobby 101 and Corridor 102.

1.05 CONTRACTOR'S USE OF PREMISES:

- A. Limit use of premises to allow:
 - 1. Owner and public access to the Judicial Center and adjacent buildings.
 - 2. The Contractor shall limit their use of the premises to construction activities in areas indicated, to allow for tenant occupancy and normal use of areas that are not within the construction activities.
 - 3. Stairs ST3-1 and ST4-1 shall remain open and usable as emergency fire exits during the Judicial Center's normal operating hours.

1.06 CONTRACT DOCUMENTS:

- A. In addition to these specifications, the following Drawing dated November 20, 2009, shall form part of the contract:
A101 Judicial Center Terrazzo Repair

1.07 BUILDING PERMITS AND INSPECTION:

- A. Building permits are not required for this project.

1.08 SPECIAL INSPECTIONS AND QUALITY ASSURANCE TESTING:

- A. Special Inspections are not required for this project.
- B. Quality Assurance Testing is not required for this project.

1.09 SCHEDULE OF VALUES:

- A. Prior to the first Application for Payment, submit three (3) copies of the typed Schedule of Values on AIA Form G703 for review and approval. In the event that the schedule is not accepted, revise and resubmit as required. The Owner will not review any applications for payment until the Schedule of Value is approved. Contractor's standard form or electronic media printout will be considered.
- B. Format: Provide separate material and labor lines for each work item. Project overhead, bonds, insurance, mobilization, demobilization, profit, etc., shall not be identified in the Schedule of Values as a line item. The value of these items shall be equally distributed over all the elements of the Schedule.

1.10 APPLICATIONS FOR PAYMENT:

- A. Submit three (3) typed copies of AIA G702 – Application and Certificate for Payment including continuation sheets when required; each with original signatures. Payment for materials stored offsite shall be at the discretion of the Owner, per the Fixed Price Construction Contract. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of work. When Owner requires substantiating information, submit requested data justifying dollar amounts in question.

1.11 CHANGE ORDERS PROCEDURES:

- A. See Fixed Price Construction Contract.

1.12 FEES:

- A. The Owner does not anticipate that the Project will incur any miscellaneous fees.
- B. Two (2) free parking spaces will be made available Monday – Friday 5:00 p.m. to 2:00 a.m. and Saturday - Sunday 7:00 a.m. to 11:00 p.m., to correspond with work hours. The spaces are located on the outside of the parking garage, just outside of the east entrance. Specific location will be made available at the Pre-Construction Conference.

1.13 COORDINATION:

- A. An Owner's Representative(s) will be designated to act as the point of contact for the Contractor. Required coordination with all County staff will be directed through the Owner's Representative(s).

- B. Coordinate scheduling, submittals, and Work to ensure efficient and orderly sequence of installation of interdependent construction elements.
- C. Work Hours: Available working hours for this project are Monday – Friday 5:00 p.m. to 2:00 a.m. and Saturday - Sunday 7:00 a.m. to 11:00 p.m.
 - 1. Normal hours of operation for the public are weekdays from 8:00 a.m. to 5:00 p.m. However, in some rare instances, a Judge may wish to continue a trial beyond 5:00 p.m.
- D. There may be work stoppages, at the discretion of the court, due to excessive noise. Noise producing activities may be limited to times when court is not in session.
- E. The County's Judicial Center is a secure facility, with the primary security being provided by the Charleston County Sheriff's Office and supplemented by an outsourced security contractor.
- F. Contractor's Supervision: The Contractor shall assign and maintain a single person as "job superintendent" on this project. The same job superintendent shall start the project and see it to its final completion. Only a medical condition, employment termination, or Owner requirement will be acceptable cause for change.

1.14 PRECONSTRUCTION MEETING:

- A. The Owner will schedule and administer a Pre-Construction Conference on or preceding the date of issuance of the Notice to Proceed. The Owner's Representative(s), Contractor, Contractor's Superintendent and Sub-Contractors (if requested by Owner) shall attend. The purpose of the Pre-Construction Conference is to review the projects administrative requirements, safety requirements, and discuss expectations and potential problems and general discussion concerning the project and players.

1.15 PROGRESS MEETINGS:

- A. The Contractor shall:
 - 1. Schedule and administer on-site meetings throughout progress of the Work at weekly intervals.
 - 2. Preside at meetings, record minutes, and distribute copies to those affected by decisions made.
 - 3. Schedule and administer preparatory meetings prior to each trade starting work. Meeting will be attended by the Subcontractor of trade beginning work, Subcontractor's Foreman who will supervise on-site work, the Superintendent, Representatives from the Owner, and other Subcontractors as requested.

1.16 CUTTING AND PATCHING:

- A. Employ skilled and experienced installer to perform cutting and patching new Work; restore Work with new Products.
- B. Request and obtain Owner's approval in advance of cutting or altering structural or building enclosure elements.
- C. Execute cutting, fitting, and patching to complete Work, and to:
 - 1. Fit several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Cut masonry and concrete materials using masonry saw or core drill. Restore Work with new Products in accordance with requirements of Contract Documents.
- E. Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- F. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. Refinish surfaces to match adjacent finishes.
- H. Prevent dust and debris from entering the mechanical system and migrating beyond the work area.

1.17 SUBMITTAL PROCEDURES:

- A. Each submittal shall be accompanied by a transmittal form which identifies the Project, Contractor, Subcontractor or Supplier, and pertinent Contract Document references.
- B. Apply Contractor's stamp and signature, certifying that review, verification of Products required, field dimensions, quantities, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents. Submittals not bearing Contractor's stamp and signature will be returned unchecked.
- C. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of completed Work.

- D. Revise and resubmit submittals as required; identify changes made since previous submittal.
- E. Deliver to the Owner at their business address.
- F. The Contractor shall submit sufficient copies to meet the Owners requirements as well as his own. Note that the Owner will require three (3) copies of all submittals for their use.
- G. Product data, shop drawings, and samples are submitted to Owner for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- H. After review, distribute returned copies to appropriate people and retain one (1) copy for record documents purposes as specified.
- I. Provide submittals for approval for the following:
 - 1. Contractor's Work Plan.
 - 2. Progress Schedule.
 - 3. Temporary Barricade Plan and Details.
 - 4. Temporary Protection Measures Plan and Details.
 - 5. Demolition Plan.
 - 6. Resinous Matrix Terrazzo Flooring Product Data, Shop Drawings, Samples, and Cleaning and Maintenance Data.

1.18 CONSTRUCTION PROGRESS SCHEDULES:

- A. Submit three (3) copies of the initial progress schedule for approval following receipt of Notice of Award. Schedule must receive Owner's approval prior to the start of work. Revise and update schedule as required to provide an accurate view of each weeks work. Submit with each application for payment. The Owner will not review any payment request until the schedule has been submitted and approved.
- B. Submit horizontal bar chart type schedule with separate line for each major section of Work or operation. It shall be a detailed schedule of work occurring on a daily basis. All key activities and milestones shall be included.

1.19 MANUFACTURER'S INSTRUCTIONS:

- A. Submit manufacturer printed instructions for delivery, storage, assembly, installation, adjusting, and finishing.

1.20 MANUFACTURER'S CERTIFICATES:

- A. Submit certifications by manufacturer to the Owner.

- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.21 QUALITY CONTROL:

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturer's instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.22 TOLERANCES:

- A. Comply fully with manufacturer's tolerances.

1.23 REFERENCES:

- A. Conform to reference standards by date of issue current as of date of Contract Documents unless specified otherwise.
- B. The work shall conform to all applicable codes and standards including:
 - 1. 2006 International Building Code (IBC)
 - 2. National Terrazzo and Mosaic Association (NTMA) Specifications.
- C. When specified reference standard conflict with Contract Documents, request clarification from Owner before proceeding.

1.24 EXAMINATION:

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

1.25 PREPARATION:

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

1.26 TEMPORARY UTILITIES, FACILITIES AND CONTROLS:

- A. Contractor shall provide and pay for the temporary utilities required for execution of the contract through substantial completion, including the facilities

listed below. After Substantial Completion is achieved the Contractor shall transfer the utilities to the County.

1. Temporary/portable toilet facilities for construction personnel.
 2. Drinking water for construction personnel.
- B. The Contractor may use existing convenience outlets in the vicinity of the work. The Contractor shall not overload the rated capacity of outlets.
- C. Temporary Construction Barricades: Provide temporary full height construction barricades as required to prevent unauthorized entry to construction area, from construction area into secure facility, to protect adjacent areas open to the public, and to prevent dust migration into non-work areas. Construction barricades shall be constructed of ½" plywood, minimum, over wood or steel studs. Construction barricades shall also be covered with polyethylene sheeting, ASTM D4397, 6 mils minimum thickness, with laps and edges sealed to prohibit dust migration. Submit temporary construction barricade plan and details for approval.
- D. Temporary Protection Measures: Protect from damage features that remain in place during performance of the Work. This shall include, but not be limited to, the William Pitt Statue, wrought iron/mahogany railings, stone veneer on walls, plaques, terrazzo base and flooring to remain, and aluminum storefront and glazing. Submit temporary protection measures plan and details for approval.
- E. The Contractor is responsible for removal, storage, and reinstallation of the existing (2) security station and (1) information desk casework. The Contractor will be allowed to store the casework in the Judicial Center. The Contractor shall coordinate this effort with the Owner's Representative. The Owner's Representative may wish to record the conditions prior to moving and after replacement.
- F. The Contractor shall provide telephone service for his personnel.
- G. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- H. Provide all shoring and bracing required for the safe execution of the work.
- I. Remove temporary utilities, construction barricades, protection measures, equipment, facilities, and materials prior to Substantial Completion review. Clean and repair damage caused by installation or use of temporary work.

1.27 PROTECTION:

- A. Ensure safe passage of persons around all areas of demolition and new work.

- B. Conduct operations to prevent damage to adjacent walls, ceilings, floors, finishes, equipment structural elements or injury to persons, etc.
- C. Protect installed Work.
- D. Promptly repair damages caused by demolition operations or construction at no additional cost to the Owner.

1.28 SECURITY PROVISIONS:

- A. General Security Requirements:
 - 1. Bidding Clearances: Bidders will be required to comply with security regulations imposed by the Owner including any necessary clearances. Access to the project site will be limited to specific times established by the Owner.
 - 2. Construction Clearances: After award of the Contract, all Contractor employees shall be required to comply with security regulations as imposed by the Owner including any necessary clearances.
 - 3. The Owner reserves the right to order Contractor personnel off the premises in the event of a building evacuation for as long as required by the Owner. The Contractor may only return to the site once the premises are cleared and upon notification by the Owner.
 - 4. The Owner reserves the right to exclude or remove from the site or building any employee of the Contractor or a subcontractor whom the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the work is deemed by the Owner to be contrary to the public interests.

1.29 PRODUCTS:

- A. Products: Means new material, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.

1.30 SUBSTANTIAL COMPLETION:

- A. When the Contractor considers the construction work substantially complete he shall notify the County in writing and prepare an exception list for the County's review. When the County concurs that the work is substantially complete he will make an inspection and give the Contractor a Punch List. The Contractor shall have thirty (30) days to complete the Punch List. When the Contractor has completed the Punch List, the County will reinspect the work. When the County concurs that all work is complete, the work will be deemed to be complete.

1.31 CONTRACT CLOSEOUT:

- A. Documentation and submittals required for contract closeout is as follows:
 - 1. Consent of Surety to Final Payment.
 - 2. One (1) set of Project Record Documents, marked to record actual As-Built Construction.
 - 3. Evidence of Payment and Release of Liens.
 - 4. Two (2) notarized copies of warranties, guarantees, certifications, and bonds including Contractor's one-year unconditional warranty.
 - 5. Operation and Maintenance Manuals.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due. Payment shall be delayed until receipt of above closeout documents.
- C. Final Cleaning: Execute final cleaning prior to final inspection. Clean interior surfaces including, but not be limited to, terrazzo, stone veneer, wood casework, solid surface materials, wrought iron/mahogany railings, plaques, and aluminum storefront and glazing. Clean debris from site. Remove waste and surplus materials, rubbish, and construction facilities from site.
- D. Project Record Documents: Maintain on site one set of Contract Documents to be utilized for record documents. Record actual revisions to the Work. Record information concurrent with construction progress. Submit documents to Owner.
- E. Contractor Warranty: The Contractor shall unconditionally warrant all labor and material for a period of one (1) year from the date of Substantial Completion. This warranty shall include labor and materials associated with all work included in the contract.

PART 2 PRODUCTS:

NOT USED

PART 3 EXECUTION:

NOT USED.

END OF SECTION

SECTION 02 41 00

DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alterations purposes.

1.02 SUBMITTALS

- A. See Section 01000 - General Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.03 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of five years of documented experience.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. Remove existing terrazzo flooring as indicated on Drawings.
- B. Remove or protect specific items indicated, for protection and reinstall after work is done. See Section 01000 for additional requirements.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 01000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Use of explosives is not permitted.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 6. Do not close or obstruct roadways or sidewalks without permit.
 - 7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from operations.
- C. Do not begin work until receipt of notification to proceed from Owner.
- D. Do not begin demolition until built elements to be salvaged or relocated have been removed and all other required preparation work is completed.

- E. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.

3.03 EXISTING UTILITIES

- A. Protect existing utilities to remain from damage.
- B. Do not close, shut off, or disrupt existing life safety systems that are in use without notification to and approval from Owner.
- C. Locate and mark utilities to remain; mark using visible tags or flags, with identification of utility type; protect from damage due to subsequent construction.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Sawcut existing terrazzo with diamond blades (wet cut) to approximately ½" depth at about 12" - 18" square "tiles" or resultant irregular shaped pieces.
 - 4. Particular care shall be exercised at remaining cove base and other existing components to preserve the integrity and aesthetics when adjoined by new terrazzo flooring. Any damaged areas that must be replaced shall be the responsibility of the Contractor.
 - 5. Using the horizontal "chisel" peeling mechanism(s) noted above (or other techniques offered and approved) remove existing terrazzo overlay.
 - 6. Dispose of residual non-hazardous debris in manner approved by local laws and regulations.
 - 7. Scarify/shotblast the remaining sound concrete to client representative's approved uniform coarse texture approximating the ICRI profile #6, suitable to receive new moisture mitigation lamination prior to new epoxy matrix terrazzo surfacing.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; do not burn or bury.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 09 66 23

RESINOUS MATRIX TERRAZZO FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Epoxy matrix terrazzo floor.
- B. Divider strips.
- C. Concrete sealer.

1.02 REFERENCE STANDARDS

- A. ASTM F 1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2004.
- B. ASTM F 2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2009.
- C. NTMA (SPECS) - Terrazzo Specifications; The National Terrazzo and Mosaic Association, Inc.; current edition located at www.ntma.com.

1.03 SUBMITTALS

- A. See Section 01000 - General Requirements, for submittal procedures.
- B. Product Data: Provide data for divider strips, control joint strips, expansion joints, and sealer; include printed copy of current NTMA recommendations for type of terrazzo involved.
- C. Shop Drawings: Indicate divider strip and control joint layout (layout shall match existing), and details of adjacent components.
- D. Samples: Submit two samples, 3 x 3 inch in size illustrating color, chip size and variation, chip gradation, matrix color and typical divider strip.
- E. Cleaning and Maintenance Data: Include procedures for stain removal, stripping, and sealing.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with NTMA recommendations as posted at their web site at www.ntma.com.

1.05 MOCK-UP

- A. Construct mock-up of terrazzo flooring, border illustrating appearance of finished work. Size mock-up to be not less than 3 x 3 feet.
- B. Locate where directed.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store resin and granular materials in a dry, secure area.
- B. Maintain minimum temperature of 55 degrees F.
- C. Keep products away from fire or open flame.

1.07 FIELD CONDITIONS

- A. Do not install terrazzo when temperature is below 55 degrees F or above 85 degrees F.

- B. Maintain temperature within specified range 24 hours before, during, and 72 hours after installation of flooring.
- C. Provide ambient lighting level of 50 ft candles, measured at floor surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Moisture Mitigation Sysytem and Epoxy Matrix Terrazzo:
 - 1. General Polymers; Product # 1100, FasTop and corollary components:
www.generalpolymers.com.
 - 2. Key Resin Company; Product Key Terrazzo, UreCon and related materials -
www.keyresin.com.
 - 3. T & M Supply Co; Terroxy branded terrazzo products - various components -
www.tmsupply.com.
- B. Provide complete system consisting of mositure mitigation system and epoxy terrazzo system from the same supplier / manufacturer.

2.02 EPOXY MATRIX TERRAZZO

- A. Floors: Epoxy matrix - match existing color/chips pattern.
- B. Floors: Epoxy matrix, 3/8" inch thick.
 - 1. Matrix Color: As selected.
 - 2. Aggregate Color: As selected.
 - 3. Aggregate Size: # 0 to #2
- C. Borders and any coved base work necessary to be same type and thickness as floors.

2.03 MATERIALS

- A. Urethane concrete moisture mitigation lamination - tri-components; dual liquids and powdered composite system
- B. Epoxy crack suppression and matrix: Dual components, thermo-setting, non-volatile formulations of epoxy resins and curative hardeners, with mineral filler and color pigment,
- C. Aggregate: Crushed marble and/or other approved granules, size in accordance with NTMA plates of standard gradation and uniform coloration.

2.04 ACCESSORIES

- A. Divider Strips: 1/8 inch thick brass exposed top strip, zinc coated steel concealed bottom strip, with anchoring features.
- B. Control Joint Strips: 1/8 inch nominal width brass exposed top strips, zinc coated steel concealed bottom strips, 1/8 inch wide neoprene filler strip between vertical strips, with anchoring features.
- C. Divider and Control Joint Strip Height: To suit thickness of terrazzo topping, with allowance for grinding.
- D. Base Cap, Base Divider Strip, and Separator Strip: Match divider strips.
- E. Cleaner: Neutralizing liquid type, pH of 7.
- F. Sealer: Colorless, non-yellowing, penetrating liquid type to completely seal matrix surface; not detrimental to terrazzo components.

2.05 MIXES

- A. Topping: Three parts aggregate chip; one part aggregate dust; one part matrix binder and hardener, all by volume.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Following the demolition and removal of existing terrazzo, verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive terrazzo. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive terrazzo.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive terrazzo.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of materials to sub-floor surfaces.
- D. Verify that concrete sub-floor surfaces are ready for terrazzo installation by testing for moisture content and transmission rate and alkalinity; obtain instructions if test results are not within limits recommended by terrazzo materials manufacturer.
 - 1. Test in accordance with ASTM F 1869 and ASTM F 2170.

3.02 PREPARATION

- A. Clean substrate of foreign matter.
- B. Any cracks noticed as emanating from structural slab after removal of original terrazzo should be noted and subsequently treated with approved crack suppression membrane "bandages".

3.03 APPLICATION - MOISTURE MITIGATION

- A. Strictly follow the manufacturer's directions, and mix and apply the topical surfacing system fundamentally designed to block/buffer the so called "rising damp" osmotic transmission of moisture/vapor.
- B. Depending on the type and vendor, the system may vary in thickness from 1/16" to 3/16".
- C. The flowable matrix materials will facilitate smoothing the irregular texture to be better base for the subsequent terrazzo topping.

3.04 INSTALLATION - ACCESSORIES

- A. Install divider and control joint strips straight and level to locations indicated after the curing of the moisture lamina. Position and chemically affix with epoxy paste the metal divider strips.
- B. Install base and border divider and control joint strips to match floor pattern.
- C. Cleaner: Neutralizing liquid type; nominal pH of 7.
- D. Sealer: Clear, non-yellowing, penetrating liquid type to completely seal matrix surface; not detrimental to terrazzo components.

3.05 APPLICATION - TERRAZZO

- A. Carefully blend components of epoxy/granular matrix and pour in place terrazzo, screed off the plastic mix to full 3/8" nominal thickness - tight trowel to smooth finish (power troweling achieves more dense and smoother surfacing with fewer "pin holes" micro-porosity).
- B. Particular attention shall be paid to detailing where new terrazzo adjoins existing as well as perimeter cove bases, door thresholds for smooth and uniform transitions.
- C. Place terrazzo mix over prepared substrate to thickness indicated.

- D. Grind and polish terrazzo per manufacturer's directions.

3.06 FINISHING

- A. Finish terrazzo to NTMA requirements.
- B. Produce terrazzo finish surface to match approved mockup, with 70 percent chip exposed.
- C. Grind terrazzo surfaces with power disc machine; sequence with coarse to fine grit abrasive, using a wet method.
- D. Apply grout/spackle mix to match mortar over ground surface to fill honeycomb exposed during grinding.
- E. Remove patch coat by grinding, using a fine grit abrasive.
- F. Hand grind base and cove similarly.

3.07 TOLERANCES

- A. Maximum Variation from Flat Surface: 3/16 inch in 10 feet.
- B. Maximum Variation from Level (Except Surfaces Sloping to Drain): 1/8 inch.

3.08 CLEANING

- A. Scrub and clean terrazzo surfaces with cleaner in accordance with manufacturer's instructions. Let dry.
- B. Immediately after terrazzo has dried, apply sealer in accordance with manufacturer's instructions.
- C. Seal and polish surfaces, in accordance with manufacturer's instructions.

3.09 PROTECTION

- A. Do not permit construction traffic over finished terrazzo surfaces.

END OF SECTION