

SECTION THREE
Contract Price: Payment Terms

County agrees to pay for the performance of the Work described in this Contract, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated herein on the following basis:

Total Contract Amount: One Hundred Twenty Thousand Nine Hundred Sixty Eight Dollars and Zero/100 Dollars
(\$120,968.00)

Payments:

FUNDING: Funding is from multiple jurisdictions in the following amounts:

Beaufort County	50%	\$59,483.16 ✓
Hilton Head Island	19%	\$24,193.60 ✓
Bluffton	11%	\$13,306.48 ✓
Jasper County	7%	\$8,467.76 ✓
Hardeeville	4%	\$4,839 ✓
City of Beaufort	4%	\$4,839 ✓
Port Royal	4%	\$4,839 ✓
Yemassee	<1%	\$1,000 ✓

Invoices for payment shall be prepared and submitted to Beaufort County. Beaufort County invoices shall be addressed to Eric Greenway, Director, Beaufort County Planning and Zoning Department, PO Drawer 1228 Beaufort SC 29901 (address). Invoices to the other entities shall be addressed to them directly and sent to Beaufort County together as a packet.

SECTION FOUR
Time: Term of Contract

The County hereby contracts with Contractor to provide the Work specified herein within Three Hundred and Sixty-five Days (365) calendar days after issuance of the Notice to Proceed.

The County reserves the right to extend the term of this Contract, if it is determined to be in its best interest.

The Contractor expressly acknowledges that time is of the essence in completion of this Contract and that the time limits and dates herein are critical components of the Contract. The Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the work within these time limits, including time for likely delays caused by weather or from other sources. The Contractor will not be compensated for any delays beyond the time set forth herein. The Contractor's only remedy for delays may be an extension of time to perform the Work. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

SECTION FIVE
Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in Exhibit C, Insurance Requirements, 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 the 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.

SECTION SIX
Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of the Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

The Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws (1976, as amended) and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

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

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

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

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

SECTION SEVEN
Drug-free Workplace Act

The Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all 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.

SECTION EIGHT
Contractor's Warranties and Representations

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 best skill and attention to provide above described Work in a professional, timely manner.

The Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though the Contractor had performed the Work itself.

- A. 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 this Contract, reference to any equipment, material, article 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 Purchasing Director, 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 this Contract or when called for by the Purchasing Director, the Contractor shall provide full information concerning the material or articles that he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the County shall be at the risk of subsequent rejection by the County.
- B. 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.
- C. c. The Purchasing Director may, in writing, require the Contractor to remove from the Work Site any employee the Purchasing Director deems incompetent, careless or otherwise objectionable.
- D. D. 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.

SECTION NINE
Retention of Records

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

SECTION TEN
State and Local Taxes

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

The Contractor shall calculate that portion of the Contract that is subject to the eight and one half percent (8.5%) South Carolina sales and/or use tax, and this amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina Company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes the County with a valid South Carolina Use Tax Registration Certificate Number.

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

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

SECTION ELEVEN
Independent Contractor

The Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. Contractor shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to the Contractor for work and expenses as herein provided. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his 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.

SECTION TWELVE
Other Contracts

The County reserves the right to undertake or award other contracts for additional work/services, and may elect to complete portions of the Work/Services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, County employees and carefully fit its own work/services to such work/services as may be directed by the County. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of work/services by any other contractor or by County and or Department employees

SECTION THIRTEEN
Permits and Licenses

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and business license issued by the County. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

SECTION FOURTEEN
Safety, Health, and Security Precautions

The Contractor shall take proper safety, health and security precautions to protect its workers and the County's property, workers and the public at all times during the term of this Contract. All materials shall be stored securely, protected from theft or damage.

SECTION FIFTEEN
Inspection and Acceptance

All Work shall be subject to inspection and test by the County at all reasonable times and places. The Contractor shall, without charge, correct any workmanship found by the County not to conform to the Contract requirements.

SECTION SIXTEEN
Conditions Affecting the Work

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

SECTION SEVENTEEN
"Reserved"

SECTION EIGHTEEN
Damages

The Contractor expressly agrees that if the Work, or any part thereof, is not performed or completed in a timely or professional manner in accordance with this Contract or any amendment thereto, the Contractor will redo the work at no cost to the County. If the Contractor fails to redo the work to the county's satisfaction and, the Contractor shall be liable to the County for actual damages that relate to the Contractor's failure to perform or complete the Work in the manner described above. If actual damages are agreed to by the County and the Contractor or awarded by the Court, the County shall have the right to deduct from and retain out of monies, which may be then due or which may become due and payable to the Contractor, the amount of such actual damages; and if the amount so retained by the County is not sufficient to pay in full such actual damages, the Contractor shall pay to the County the amount necessary to effect payment in full of such actual damages.

SECTION NINETEEN
Suspension of Work

The Purchasing Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

The Purchasing Director may order suspension of the Work in whole or in part for such time as he deems 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 Purchasing Director orders any suspension of the Work under the paragraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

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

SECTION TWENTY
Modification of Contract

The County's Purchasing Director has the unilateral right to modify this Contract, within the general scope of work described above and in Exhibit B, 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 Contractor for any additional expenses incurred by the Contractor that relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee and the schedule for performance. The Contractor is obligated to perform the revised contract when so directed by the Purchasing 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.

SECTION TWENTY-ONE
Termination

A. For Convenience

The Purchasing 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.

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 Section, the County shall have the right to inform the Contractor of the default and demand that the Contractor immediately deliver a plan to remedy the default. If the Contractor does not respond with a timely or reasonably achievable plan, the County may terminate forthwith this Contract by additional 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 Section.

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 the Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

C. Termination for Non-Appropriation of Funds

The Purchasing 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.

D. Rights Cumulative

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

SECTION TWENTY-TWO

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 or intentionally wrongful 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 professional 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, the Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional 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 professional 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.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section 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.

SECTION TWENTY-THREE

Gratuities and Kickbacks

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.

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.

Violation of this clause may result in Contract termination.

SECTION TWENTY-FOUR

Labor: Subcontractors

No subcontracts shall be allowed without the prior written approval of the County. The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Contract.

Employment of labor by the Contractor shall be effected under conditions which are satisfactory to the County. The Contractor shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the County.

The Contractor assumes the responsibility for assuring that its working forces are compatible with the County employees and the Contractor is responsible for making itself aware of those forces. The Contractor will furnish a competent representative who is to be kept available to represent the Contractor for the purpose of receiving notices, orders and instruction. No substitutions shall be made of such Contractor's representative without the approval of the County and a replacement by someone with comparable, skills, experience and talent.

SECTION TWENTY-FIVE

Assignment

The Contractor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Contractor shall not assign any money due or that may become due to it under said the Contract without the prior written consent of the County or its Assignee. 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 the Contract.

SECTION TWENTY-SIX

Controlling Law

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

SECTION TWENTY-SEVEN

Entire Contract

This Contract constitutes the entire understanding and contract between the Parties hereto 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 hereto.

SECTION TWENTY-EIGHT

Severance

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

SECTION TWENTY-NINE

Non-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 hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract under their several seals as of the day and year first written above.

WITNESS:

Ceryl Harris
[Signature]

[Signature]
Brianna Frey

BEAUFORT COUNTY
By: [Signature]
Its: INTERIM COUNTY ADMIN.

CONTRACTOR
By: [Signature]
Its: MANAGING PRINCIPAL
ASAFUFA ROBINSON COMPANY LLC