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**INVITATION FOR BIDS
NO. 2018-3282-7201-47**

**EDISTO TRIBAL COUNCIL WELL
REHABILITATION PROJECT**

**PROJECT OVERVIEW (See
Attachment A for details)**

DATE: May 29, 2018

SOLICITATION NUMBER: IFB No. 2018-3282-7201-47

DESCRIPTION OF WORK: Edisto Tribal Council Well Rehabilitation Project

MANDATORY PRE-BID CONFERENCE: Tuesday, June 05, 2018 at 10:00 a.m.
Edisto Tribal Council Well Site
132 Natchez Kusso Road
Ridgeville, SC 29472

DEADLINE FOR QUESTIONS: Tuesday, June 12, 2018 at 2:00 p.m.

BID OPENING DATE/TIME: Tuesday, June 19, 2018 at 2:00 p.m.

BIDS SHOULD BE MAILED OR HAND-DELIVERED TO:

*Dorchester County
Purchasing Services Division
201 Johnston Street; 2nd Floor
Saint George, SC 29477*

This solicitation does not commit Dorchester County to award a contract, to pay any cost incurred in the preparation of submitted offers, or to procure or contract for the services. The County reserves the right to accept or reject any, all, or any part of offers 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 offers submitted meet all requirements contained in this solicitation.

The term "Offer" means your "Bid" or "Proposal"

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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 Dorchester County Purchasing Services, 201 Johnston Street, 2nd Floor, Saint George, South Carolina 29477. 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.
- C. **Bids submitted after the "Opening" date and time are considered "Late Bids," and will not be opened or considered.**
- D. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of bid, but not thereafter.
- E. Bidders shall promptly notify the Dorchester County Purchasing Office, in writing, and no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the 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 Dorchester County Purchasing Office 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 by selecting Bids/RFP Opportunities at www.dorchestercounty.sc.gov for any additional information, revisions, or addenda that may be posted.
- H. No substitutions will be considered after the Contract award except by amendment or change order.
- I. 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.
- J. In the interest of promoting small business economic development, as well as more effective and efficient service to the County, the County reserves the right to make multiple awards based on the capacity of each Bidder, beginning with the Lowest Responsible Bidder. In such case, the next-lowest bidder(s) will also be given the opportunity to be an awardee at their bid price, until the needs of the Agency are met. NOTE THAT contract performance will be closely monitored and Bidders that cannot

successfully perform according to the response times they identified may be terminated per Section 6.6, Failure to Perform.

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

4. 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. The County reserves the right to make multiple awards based on the capacity of each Bidder, beginning with the Lowest Responsible Bidder.
- B. The County reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.
- C. The County shall be the sole judge of the suitability of the items or services to be provided pursuant to this IFB.

5. 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.

6. CONTRACT DOCUMENT

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

7. MODIFICATION

The County has defined this section in the Sample Contract under Section Twenty-One.

8. 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 Purchasing Services Manager.

9. BIDDER'S QUALIFICATIONS

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

10. SUBCONTRACTORS

- A. If any subcontractors will be used for this project, the successful Bidder shall provide to the Purchasing Services Manager a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor on the Subcontractor Data Report Form included in the Attachment E, Required Forms.
- B. The successful Bidder shall not substitute other subcontractors without the written consent of the Purchasing Services Manager.

- 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 Purchasing Services Manager 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.

11. INDEMNIFICATION

The County has defined this section in the Sample Contract under Section Twenty-Three.

12. TERMINATION

The County has defined this section in the Sample Contract under Section Twenty-Two.

13. STATE AND LOCAL TAXES

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

The successful Bidder shall calculate that portion of the Contract which is subject to the seven percent (7%) sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by Contractor. If the successful Bidder is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

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.

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

By submitting an offer, Bidder certifies that, if awarded a contract, Bidder will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

15. **INSURANCE REQUIREMENTS**

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the bidder for the duration of the contract period; for occurrence policies.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the bidder, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC.
Employers Liability, \$1,000,000.

D. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.

E. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

F. Coverage Provisions

- a. All deductibles or self-insured retention shall appear on the certificate(s).
- b. The County of Dorchester, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

- c. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- d. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- e. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
- f. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- g. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
- h. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- i. The bidder shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- j. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Manager or Procurement Director.

16. UTILIZATION BY OTHER PUBLIC AGENCIES CLAUSE

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

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

ATTACHMENT A

**SPECIAL INSTRUCTIONS/ TERMS
AND CONDITIONS**

INVITATION FOR BIDS (IFB) SPECIAL INSTRUCTIONS AND TERMS AND CONDITIONS
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1. WRITTEN QUESTIONS DEADLINE:

The last day and time for submittal of written questions shall be no later than **2:00 p.m., Tuesday, June 12, 2018.**

2. BID SUBMITTAL DEADLINE:

Bids will be received until **2:00 p.m., Tuesday, June 19, 2018, EST**, after which time they will be publicly read. Late bids will not be accepted. Bidders are invited to attend the opening of this bid at the time stated above.

3. PROJECT TIME OF COMPLETION:

Time of completion for this project shall be beginning upon execution of the Contract and issuance of a Notice to Proceed. Work shall be completed within one hundred and eighty (180) days of the Notice to Proceed.

4. DAMAGES

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

5. PAYMENT TO CONTRACTOR

Within five (5) days after Letter of Intent to Award is sent to the successful bidder, the successful bidder shall deliver to County a preliminary progress schedule indicating the times (number of days or dates) for starting and completing the various stages of the work, including any milestones for the project and values for the milestones. This schedule can be used to serve as the basis for progress payments during performance of the work. The successful bidder shall invoice County upon completion and approval of described work in the initial approved payment application schedule. Payment shall be due within thirty (30) days of approved invoices.

6. PERMITS AND LICENSES

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

7. 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 cashier's check in aforesaid amount payable in U.S. funds. Faxed bid bonds will not be acceptable.

B. Forfeiture of Bid Security

Nonperformance 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 opening date and time but prior to final award after the opening date, 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 certificates and endorsements. 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 to bidder.

D. Payment and Performance Security

- (1) The successful Bidder shall provide performance and payment bonds, in a form satisfactory to the County (**see Attachment D, 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.

9. **ADDITIONAL INFORMATION INQUIRIES**

Questions or clarifications concerning this invitation should be posted to the solicitation on the website or *only* directed to:

Rebecca Dantzler
 Dorchester County
 201 Johnston Street, 2nd Floor
 Saint George, SC 29477
 Tel: 843-563-0142
 Email: rdantzler@dorchestercountysc.gov

ATTACHMENT B

SCOPE OF WORK/SPECIFICATIONS

EDISTO TRIBAL COUNCIL WELL REHABILITATION PROJECT

1. Introduction & Background

Dorchester County is requesting bids from qualified firms to complete the Well Rehabilitation Project at the Edisto Tribal Council Well located at 132 Natchez Kusso Road, Ridgeville, SC 29472. The project will consist of the removal, disposal, and replacement of the well house, the air compressor and air lines, and the electrical components and control panel, as well as the repainting of the existing 10,000-gallon hydro-pneumatic tank.

All costs relating to demolition, removal, disposal, mobilization, delivery, installation and construction should be included in the bid price. Bid price should reflect a complete, installed, and finished project, as outlined in the bid documents and the engineering plans for the project.

2. Minimum Qualifications

- A. Contract award will be made only to responsive, responsible Bidder(s) in a capable financial position and with the qualifications and experience to perform the services specified herein. Experience of the Bidder's parent company and/or subsidiary companies will be considered. To ensure consideration of parent company experience, Bidders are encouraged to bid as the parent company, as in "All-American Electrical Company dba Southeast Electrical Company."
- B. The Contractor must comply with all local and State laws, rules and regulations and must possess a valid Dorchester County business license and South Carolina General Contractor's license.
- C. Bidder shall demonstrate proven ability to perform the Services described herein:
 - a) Bidder shall have been in business for at least three (3) years, or in the case of a start-up business, the principal(s) must have at least three (3) years industry experience.
 - b) Bidder shall have at least three (3) references that can verify that the Bidder has completed or is currently working on substantially similar projects in size of scope within the last five (5) years.
- D. The "Statement of Bidder's Qualifications" appended to the Bid form (EXHIBIT I) should be used by the Bidder to provide such information, as well as including any necessary documentation. Complete all lines of the Bid Forms. If the Bidder uses its own form, the information provided must be in substantially the same format as the Schedule of Bidder's Qualifications.

3. Specifications

- A. Demolish and remove existing well house building.
- B. Construct new well house building according to plans and specifications.
- C. Demolish, remove, and replace existing air compressors and air lines.
- D. Demolish, remove, and replace existing electrical components (control panel to match existing).
- E. Sandblast and repaint existing 10,000-gallon hydro-pneumatic tank (to match existing color).
- F. Dorchester County Water & Sewer will provide generator receptacle to be installed.
- G. Well will be taken off line while under construction.
- H. Existing chlorine system will be reused, with the exception of chlorine lines that will need to be reconnected to the new building.
- I. It shall be the responsibility of the Contractor to make known to the County all necessary tools and equipment required to perform the work as requested. The Contractor shall be responsible for obtaining such supplies, materials, and parts. Such supplies, materials, and parts shall be of good quality, and the cost of such shall be reflected in the bid document.

EXHIBIT I: Statement of Bidder's Qualification

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary. This statement to be submitted with bid.

SECTION I: Bidder's Information

- 1. Company Name: _____
- 2. Permanent Main Office Address: _____
- 3. Form of Entity: _____
- 4. When organized: _____
- 5. Where organized: _____
- 6. Number of years engaged in contract services under current name: _____
- 7. State names and dates of previous firm names, if any: _____

- 8. In the last five years, has contractor been terminated from a contract or project (if yes, explain): _____
- 9. Number of licensed contractors available to work on this contract: _____
- 10. Number of additional helpers available to work on this contract: _____
- 11. List the most important contracts entered by contractor in the last year (identify party and term): _____

12. Has the Bidder or any member of its senior management team had any of the following claims against it during the past five (5) years?

	Yes	No
Criminal or civil actions	<input type="checkbox"/>	<input type="checkbox"/>
Losses in services contracts	<input type="checkbox"/>	<input type="checkbox"/>
Losses in bid bonds	<input type="checkbox"/>	<input type="checkbox"/>
Losses in performance bonds	<input type="checkbox"/>	<input type="checkbox"/>
Debarred by any governmental agency	<input type="checkbox"/>	<input type="checkbox"/>
Contract terminated for breach	<input type="checkbox"/>	<input type="checkbox"/>

If yes to any of the above questions, please provide for each such occurrence, the name of the claim, arbitration, litigation, action; name of the claimant; date of the alleged occurrence; amount at issue, if applicable; criminal charges alleged, if applicable; and disposition of the claim, arbitration, litigation or action on a separate sheet.

13. List your key personnel available for this contract:

SECTION II: Reference Information

Please list at least three references for similar contracts

Reference #1

Company/Entity Name: _____

Company/Entity Contact: _____

Company/Entity Address: _____

Company/Entity Employee Responsible for Contract Compliance: _____

Above Employee's Phone: (____) _____ Fax: (____) _____ Email: _____

Term of Contract: Start Date _____ End Date: _____

Reference #2

Company/Entity Name: _____

Company/Entity Contact: _____

Company/Entity Address: _____

Company/Entity Employee Responsible for Contract Compliance: _____

Above Employee's Phone: (____) _____ Fax: (____) _____ Email: _____

Term of Contract: Start Date _____ End Date: _____

Reference #3

Company/Entity Name: _____

Company/Entity Contact: _____

Company/Entity Address: _____

Company/Entity Employee Responsible for Contract Compliance: _____

Above Employee's Phone: (____) _____ Fax: (____) _____ Email: _____

Term of Contract: Start Date _____ End Date: _____

The County of Dorchester reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the contractor should be awarded the service contract.

Dated this _____ day of _____, 2018.

Name of Company _____

BY _____

TITLE _____

Notary Public, State of _____

County of _____

_____ being duly sworn, deposes and says that the Contractor is _____ (Title) of _____ (Name of Organization),

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn before me this _____ day of _____, 20____.

Notary Public

Name (Typed or Printed) _____

My Commission Expires _____

ATTACHMENT C

SAMPLE CONTRACT

STATE OF SOUTH CAROLINA)
)
)
 COUNTY OF DORCHESTER)

CONTRACT No. 2018-47
EDISTO TRIBAL COUNCIL
WELL REHABILITATION
PROJECT

THIS CONTRACT (hereinafter the “Contract”) entered into this ____ day of (Month) 2018, between the **COUNTY OF DORCHESTER**, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina, (hereinafter the "County") and (**NAME OF COMPANY/INDIVIDUAL**), a (State Name) Sole Proprietorship/Partnership/Corporation, Limited Liability Corporation (choose one), the address of which is Street, City, State, Zip (hereinafter the "Contractor"), (“Party” as to each; collectively the “Parties”).

WITNESSETH:

WHEREAS, the County wishes to contract for the Well Rehabilitation Project for the Edisto Tribal Council Well, located at 132 Natchez Kusso Road, Ridgeville, SC 29472, as described in Invitation for Bids No. 2018-3282-7201-47 (“Work” and/or “Services”); 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

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

SECTION ONE
Contract Documents

The Parties agree that the Contract Documents shall include the following, which are incorporated herein by reference:

- Exhibit A: Invitation for Bids (IFB) No. 2018-3282-7201-47/Scope of Work
- Exhibit B: Contractor’s Insurance Certificate(s) and Endorsement(s)
- Exhibit C: Drug-free Workplace Certification
- Exhibit D: Contractor's bid dated _____, 2018

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 documents which make up this Contract, this Contract shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall diligently review all such documents and notify the County immediately upon discovery of same for resolution by the County.
- 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.

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:

The Contractor is fully qualified to act as the general contractor for the work 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 work;

The Contractor has become familiar with the work site and the local conditions under which the work is to be constructed and operated. "Work Site" means the site or sites where the Work is performed.

The Contractor has received, reviewed and examined all of the documents which make up this Contract, 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.

SECTION TWO
Scope of Work

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Work required under this Contract in a professional, timely manner, in accord with all applicable laws, rules and regulations.

Scope of Work and Specifications:

Provide services as detailed in the attached Scope of Work and Contractor's bid marked Exhibits A and D and previously incorporated herein by reference.

The Contractor shall commence Work as specified in the Notice to Proceed, but not before said notice is issued. Coordination of the Work and administration of this Contract shall be by the Dorchester County Water and Sewer Department.

SECTION THREE
Contract Price: Payment Terms

Contractor shall notify the County's Director of Water and Sewer, or his designee, upon completion of project milestones, as described in the progress schedule submitted by Contractor, that will serve as the basis for progress payments during performance of the work. The successful bidder shall invoice County upon completion and approval of described work in the initial payment application schedule, after its approval. Payment shall be due within thirty (30) days of approved invoices.

SECTION FOUR
Time: Term of Contract

The term of the Contract shall commence upon Notice to Proceed. Work is to be completed within one hundred and eighty (180) days.

SECTION FIVE
Surety Bonds

The Contractor shall furnish separate performance and payment bonds to the County, as required by the Invitation for Bids. Each bond shall set forth a penal sum in the 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 a form suitable to the County and shall be executed by a surety, or sureties, reasonably acceptable to the County.

SECTION SIX
Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in the General Terms and Conditions of IFB No. 2018-3282-7201-47, 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 SEVEN
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 this Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

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 sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number

11246, as amended, and specifically, the provisions of the equal opportunity clause.

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

SECTION EIGHT
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 \$25,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

SECTION NINE
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 the 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 Services Manager, 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 Services Manager, the Contractor shall provide full information concerning the material or articles which 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. The Purchasing Services Manager may, in writing, require the Contractor to remove from the Work Site any employee the Purchasing Services Manager deems incompetent, careless or otherwise objectionable.
- 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 TEN
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 ELEVEN
State and Local Taxes

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

The Contractor shall calculate that portion of the Contract which is subject to the seven percent (7%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to South Carolina Department of Revenue (SCDOR) by the Contractor. If the Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the Contractor furnishes the County with a valid South Carolina Use Tax Registration Certificate Number.

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

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

SECTION TWELVE
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 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 THIRTEEN
Other Contracts

The County reserves the right to undertake or award other contracts for additional Work, and may elect to

complete portions of the Work 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 to such Work 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 by any other contractor or by the County and or Department employees.

SECTION FOURTEEN
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 this 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 the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. The Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

SECTION FIFTEEN
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. Emergency exits shall not be blocked and doors shall be secured by the Contractor when Work is temporarily suspended and after each work day. All materials shall be stored securely, protected from theft or damage.

SECTION SIXTEEN
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 SEVENTEEN
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 which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it 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 or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

SECTION EIGHTEEN
Cleanup Work; Repair of Damages

During the performance of the Work, the Contractor shall continuously keep the Work Site and areas adjacent thereto in an orderly condition, free and clear from debris and discarded materials.

The Contractor will restore or replace, when and as directed by the County, any public or private property damaged or destroyed by the Contractor's work, equipment or employees to a condition at least equal to

that existing immediately prior to the beginning of the Work.

SECTION NINETEEN
Actual 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 and its sureties shall be liable to the County for actual damages which 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 and/or its sureties shall pay to the County the amount necessary to effect payment in full of such actual damages.

SECTION TWENTY
Suspension of Work

The Purchasing Services Manager 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 Services Manager 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 Services Manager 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-ONE
Modification of Contract

The County's Purchasing Services Manager has the unilateral right to modify this Contract 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 the 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 Purchasing Services Manager 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-TWO
Termination

A. For Convenience

The Purchasing Services Manager, 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 the 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 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 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 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 Services Manager, 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-THREE
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 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 claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action at its own cost.

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-FOUR
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-FIVE

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 affected under conditions which are satisfactory to the County. The Contractor shall remove or cause to have removed from the Work 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.

SECTION TWENTY-SIX

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 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-SEVEN

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, First Judicial Circuit, Dorchester County, South Carolina.

SECTION TWENTY-EIGHT

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-NINE
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 THIRTY
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 the day and year first written above.

CONTRACTOR:

**COUNTY OF DORCHESTER,
SOUTH CAROLINA:**

Name:
Title:

Jason Ward
County Administrator

Witness:

Witness:

1)_____

1)_____

2)_____

2)_____

ATTACHMENT D

SAMPLE FORMS



**Dorchester 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

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 (choose one) Dorchester County Government, 201 Johnston Street, Saint George, SC 29477, as Obligee, 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 _____, 20____, entered into a contract with

Owner for _____ (Insert

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.

1 of 2

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 First Judicial Circuit sitting in Dorchester, South Carolina.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics= liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20__.

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

The Surety may elect Option 1 and complete the Contract in accordance with its terms and conditions. If the Surety selects Option 1, it may perform and complete the Contract itself, through its agents or through independent contractors; provided however, the Surety may not select the Contractor as its agent or independent contractor without the County's consent. If Option 1 is selected, the County may withhold consent to the selection of the option in its sole discretion, in which case the Surety must select Option 2. Notwithstanding the provisions of Option 1, the Surety may elect Option 2 and obtain a bid or bids for completing the Contract in accordance with its terms and conditions. Provided however, in the event Surety elects Option 2, the Surety must perform the Contract without interruption of Services to the County until Option 2 is implemented.

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

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

SECTION II. FINANCIAL OBLIGATIONS

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

be liable hereunder).

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

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

SECTION III. RIGHTS AND REMEDIES

If the Surety does not proceed as provided in Section I within ten (10) days after receipt of written notice from the County to the Surety demanding that the Surety perform its obligations under this Bond, then the Surety shall be deemed to be in default on this Bond. If a Court of competent jurisdiction finds that the Surety is in breach hereunder, the Court shall award the County three times the actual damages sustained by the County as a result of the Surety's default, which amount shall not be limited to the Performance Bond Amount. At all times, the County shall be entitled to enforce any remedy available to the County under the laws of South Carolina.

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

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

SECTION IV. GENERAL PROVISIONS

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

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

Signed and sealed this ____ day of _____, 20__.

_____, Contractor

Witness

by its: _____

Witness

_____, Surety

Witness

by its: _____

Witness

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

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

Dorchester County Contract Number: 2018-47

Project Name: EDISTO TRIBAL COUNCIL WELL REHABILITATION PROJECT

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 \$25,000 or more.

ATTACHMENT E

REQUIRED FORMS

BID FORM Page One

BY SUBMITTING THIS BID, THE UNDERSIGNED BIDDER REPRESENTS:

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

BID FORM Page Two

1. Name of Bidder: _____

2. Federal Tax ID Number: _____

3. Contact Person: _____

4. Business Address(es): _____

Principal Address, if different: _____

5. Telephone Number: (_____) _____

6. Cell Phone Number: (_____) _____

7. Fax Number: (_____) _____

8. E-mail Address: _____

9. Web Site URL: _____

10. Business has been in operation under its present name since: _____
If in business less than three (3) years, attach resume of principal(s).

BID FORM(S) CHECKLIST

- Completed Bid Price Sheet
- Completed Schedule of Bidder's Qualifications (Attachment B, Exhibit 1)
- Bid Security
- Contractor's License
- Other: If in business less than three (3) years, resume(s) of principal(s)

BID FORM Page Three

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary for the EDISTO TRIBAL COUNCIL WELL REHABILITATION PROJECT, located at 132 Natchez Kusso Road, Ridgeville, SC 29472. Work shall be completed in accordance with the specifications and Contract Documents for this Invitation for Bids.

This form must be completed. A separate rate sheet showing the breakdown may be attached, if applicable.

Bid Item 1	Demolition and Removal of Existing Well House	\$
Bid Item 2	Construction of New Well House	\$
Bid Item 3	Demolition, Disposal, Replacement of Air Lines	\$
Bid Item 4	Demolition, Disposal, Replacement of Electrical Components (control panel, main disconnect)	\$
Bid Item 5	Sandblast & Repaint Tank	\$

Please submit one (1) original, one (1) copy, and one (1) CD or Flash Drive of the solicitation's "Required Forms".

Respectfully submitted this _____ day of _____, 2018

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 No. _____ Contractor's Federal Tax I.D. No. _____

BID FORM Page Four

BID SECURITY:

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

BID HOLDING TIME:

Prices must remain firm for a minimum of sixty (60) business days from bid opening. Please indicate maximum time that bid prices will remain firm.

Prices firm through: _____

BUSINESS LICENSE:

Does your business have a valid Dorchester County Business License? No Yes # _____

You must possess a valid Dorchester County business license for business undertaken in the *unincorporated* areas of the County. Contact the Business License Administrator at (843) 832-0018 with any questions. *Note: Work performed inside the corporate limits of a municipality will necessitate a business license for that municipality.*

DORCHESTER COUNTY PROCUREMENT SUBCONTRACTOR DATA FORM

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

Solicitation No. _____ Total Bid Amount _____ Date _____

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

RESPONDENT MUST LIST ALL SUBCONTRACTORS

Subcontractor's Business Name, Address, Phone, and Principal's Name	Short Description of Goods or Services to be Provided by Subcontractor	Are there any licenses or certifications required by SC law for this subcontractor or any of its employees?
		<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No
		<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No
		<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No
		<input type="checkbox"/> Yes (Must Attach Copy) <input type="checkbox"/> No

MAKE ADDITIONAL COPIES OF THIS FORM IF MORE SPACE NEEDED Page _____ of _____

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 its contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Dorchester County Contract Number: 2018-47

Project Name: EDISTO TRIBAL COUNCIL WELL REHABILITATION PROJECT

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 itself, to obtain information that would give the Bidder an unfair advantage over others, nor have it colluded with anyone for and on behalf of the Bidder, or itself, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 20__

NOTARY PUBLIC FOR THE

STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

Authorized Signature for Bidder

Please print Bidder's name and address:

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



Equal Employment Opportunity Certification
(For Contractors/Vendors Other Than Individuals)

Dorchester 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 its 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.

Dorchester County Contract Number: 2018-47

Project Name: EDISTO TRIBAL COUNCIL WELL REHABILITATION PROJECT

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____