



# County of Georgetown, South Carolina

129 Screven Street, Suite 239 · Georgetown, SC 29440-3641  
Post Office Box 421270, Georgetown, SC 29442-4200  
(843)545-3083 · Fax (843)545-3500 · [purch@gtcounty.org](mailto:purch@gtcounty.org)

## REQUEST FOR QUALIFICATIONS (RFQu)

BID NUMBER: 20-036

ISSUE DATE: Wednesday, June 17, 2020

**OPENING DATE: Wednesday, July 8, 2020**

**OPENING TIME: 3:00 PM (ET)**

Bid Opening Location: Georgetown County Courthouse, Suite #239, (Purchasing Conference Room)

Pre-Bid Conference/Site Inspection: [none]

**PROCUREMENT FOR: C-Fund Civil Engineering Services, 2-Yr. Term**

**IMPORTANT COVID-19 NOTICE:** Until further notice all bids **MUST BE** submitted electronically through the Purchasing Department's Vendor Registry webpage. Please click on the following link <http://www.georgetowncountysc.org/purchasing/default.html> for instructions on how to submit bids electronically through this system. As always, emailed/faxed bids will not be accepted. Your bid must be submitted electronically through Georgetown County's Purchasing Vendor Registry page to ensure it remains sealed until the scheduled bid opening date and time.

Any scheduled bid openings will still be opened at the designated date and time as listed in the bid document or related addendum. However, at the time of this bid issuance these bid openings will be conducted virtually. As always, bid openings will be accompanied by at least one witness and bid tabulation results will be posted online for the public's viewing after the bid opening.

**Purchasing Contacts:**

Phone

Fax:

E-mail:

**Nancy Silver**

(843)545-3076

(843)545-3500

[nsilver@gtCounty.org](mailto:nsilver@gtCounty.org)

**Pamela Bassetti**

(843)545-3082

(843)545-3500

[pbassetti@gtCounty.org](mailto:pbassetti@gtCounty.org)

This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that they submit their bids on or before, the date and time specified for the bid opening. No bid will be accepted thereafter. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.



# Intent to Respond

REF: RFQu #20-036, C-Fund Civil Engineering Services, 2-Yr. Term

If your company intends to respond to this solicitation, please complete and promptly return this form to assure that you can be included on the mailing list to receive all addenda regarding this project.

It is not necessary to return any other portion of the bid documents if you are not bidding.

Failure to return the Intent to Respond shall not be sufficient cause to rule a submittal as non-responsive; nor does the return of the form obligate an interested party to submit a response. Georgetown County's efforts to directly provide interested parties with addenda or additional information are provided as a courtesy only, and do not alleviate the respondent from their obligation to verify they have received and considered all addenda. All addenda are published and available on the county website at [www.gtcounty.org](http://www.gtcounty.org) select "Bid Opportunities" under Quick Links, then click on the "View Current Bid Solicitations" link.

Our firm **does** intend on responding to this solicitation.

Our firm **does not** intend on responding to this solicitation.

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

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

\_\_\_\_\_

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

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

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

How did you hear about this opportunity? \_\_\_\_\_

Reason if **not** responding: \_\_\_\_\_

**Please return this completed form to Nancy Silver, Purchasing Officer**

- by e-mail to [purch@gtcounty.org](mailto:purch@gtcounty.org)
- or by FAX to (843)545-3500.

[End of Intent to Respond]

**Time Line: Invitation for Bid #20-036**

<b>Item</b>	<b>Date</b>	<b>Time</b>	<b>Location*</b>
<b>Advertised Date of Issue:</b>	Wednesday, June 17, 2020	n/a	n/a
<b>Pre-Bid Conference/Site Inspection:</b>	(none)	n/a	n/a
<b>Deadline for Questions:</b>	Wednesday, July 1, 2020	3:00PM ET	n/a
<b>Bids Must be Received on/or Before:</b>	Wednesday, July 8, 2020	3:00PM ET	Electronic
<b>*Bid Opening &amp; Tabulation:</b>	Wednesday, July 8, 2020	3:00PM ET	Virtual
<b>Shortlisted Presentations/Interviews (Tentative):</b>	Wednesday, August 12, 2020	TBD	Virtual
<b>County Council Consideration (Tentative)</b>	Tuesday, August 25, 2020	5:30PM ET	TBD

\*Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but access to the public may be limited to support social distancing efforts. At the time of this posting, bid openings are being performed virtually and may occur from an alternate secure and/or remote location as needed. A virtual meeting link will be posted under the bid number before the bid opening time so that members of the public may attend the meeting virtually.

**RFQu #20-036**  
**C-Fund Civil Engineering Services, 2-Yr. Term**  
**Georgetown County, South Carolina**

**A. PURPOSE**

Georgetown County utilizes C-Funds awarded for road building projects that originate with the SC Department of Transportation (SCDOT). These may also involve flow-down Federal funds. For compliance with C-Fund award procedures, this solicitation will use the SC Consolidated Procurement Code provisions resulting in an Indefinite Quantity Contract (IQC), for services “As Needed”. Due to the nature of funding for this agreement, local vendor preference will be waived for this solicitation.

**B. GENERAL INFORMATION:**

- 1) Georgetown County, South Carolina, a rural, coastal county with tourism, agriculture and industry representing the economic basis, is 60 miles north of Charleston and 35 miles south of Myrtle Beach. With a population in excess of 62,280 (2019 census estimate), Georgetown County’s landmass is 813.55 square miles. During April through September, the population grows to approximately 175,000 due to tourism. The County includes several small cities, towns, and “pocket communities”.
- 2) The County operates under the Council-Administrator form of government, with a County Council body of seven (7) members, elected from single member districts. The County provides a full range of services to its citizens, including but not limited to, general administration, law enforcement, courts system, detention center, emergency management services, emergency medical services, a full range of public services (including roads, bridges, drainage, facility maintenance, solid waste disposal, and mosquito control) and planning, zoning, and development, parks and recreation services, library system, animal control, and various social and public health services. All projects are subject to funding approval using C-Funds or Road

User Fee Funds. Approval is granted by the Georgetown County Council and the Transportation Committee (CTC) for C-Funds.

- 3) The CTC administers the C-Fund program in the County. The C funds are derived from 3.325¢ (cents) per gallon of the state gasoline tax. These funds are distributed to each 46 counties based on a three part formula. The CTC may designate a governmental entity other than SCDOT to be responsible for the project development and construction.

C. CONCEPT OF OPERATIONS:

- 1) The County's Public Services Department is soliciting proposals from qualified firms interested in providing professional Road Engineering Services for local paving and road improvement projects using C-Funds on County maintained roads.
- 2) The County is responsible for a wide variety of roadways and drainage facilities throughout the County. It is our intent to use this contract as a means of evaluating existing roadways, planning improvements, and/or preparing construction plans and specifications for various roadway projects. Examples of projects may include: roadway design, roadway rehabilitation and/or resurfacing, paving projects, roadway and outfall drainage improvements, transportation enhancement projects, traffic studies and roadway planning, and construction administration and inspection services
- 3) It is the intent of the county to use any resulting IQC for professional services as a means of obtaining Roadway Design and Engineering Services to provide the county with all disciplines necessary to successfully bid and construct various projects in the most expeditious and economical manner once approved and funded by the CTC.
- 4) It is further intended that should the County so choose, and be subsequently approved to participate in any Local Public Agency (LPA) project, as defined by SCDOT any resulting professional services agreement may also be utilized to provide LPA Consultant Services as needed.
- 5) Competition Intended  
It is the County's intent that this Request for Qualifications (RFQU) shall permit competition. It shall be the offeror's responsibility to advise the Purchasing Officer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits competition.
- 6) The resulting contract shall consist of a one (1) year base period IQC agreement. All responders are advised that this work will be for current and to-be-named projects within the borders of Georgetown County, SC. An additional one (1) year renewal may be considered at the end of the base agreement period, pending satisfactory analysis of the work performed by the contractor in the first period.
- 7) Georgetown County will negotiate and approve a written task order for each project segment. If it is necessary for the selected firm to retain sub-consultants to perform specific services, those providers shall be identified and fees for those services shall be included in the assigned task order.

- 8) All work will be planned and performed in accordance with the *South Carolina Department of Transportation Standard Specifications for Highway Construction*, current edition as published.

D. SPECIAL CONDITIONS:

The successful offeror(s) must agree to the inclusion of contractual articles provided below:

- 1) During the performance of this Contract, the Contractor agrees to provide equal employment opportunities. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, physical handicap, or marital status.
- 2) Engineer shall indemnify and hold harmless the County from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against the County, to the extent caused by any error, omission or negligence of said Engineer, his agents, or employees.
- 3) By submitting an offer, Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Offeror and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Offeror and any subcontractors or sub-subcontractors. Pursuant to Section 8-1460, "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". Offeror agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14.
- 4) Additional requirements are contained within the Sample Contract of Agreement attached herein. Offerors should include proposed deviations, with an explanation, in their Qualification Statements.

E. C-FUND PROJECTS:

- 1) IQC Contract for C-Funds Project:
  - a) Contracts for State funded projects (C-Funds) shall be for a period not to exceed two (2) years with cost restrictions;
  - b) Fees paid to a firm under the IQC may not exceed \$100,000 per project; and
  - c) Fees paid to single IQC professional under the IQC contract may not exceed \$300,000 during the two (2) year period.

- 2) Of total state source highway funds, including revenues generated by state code Section 12-28-27440, not less than:
  - a) 5% are expended through direct contracts with estimated values of \$250,000 or less with small business concerns owned and controlled by socially and economically disadvantage ethnic minorities (MBEs);
  - b) 5% are expended through direct contracts with estimated values of \$250,000 or less with firms owned and controlled by disadvantaged females (WBEs);
  - c) The \$250,000 limits may be raised in the discretion of the County as MBEs/WBEs are able to provide bondability.
  - d) See the following link for a complete listing of Set Aside Law under state code section 12-28-2930: <https://www.scdot.org/projects/pdf/cProgram/SetAsideLaw.pdf>.
- 3) Actual services needed, will be determined on a project-by-project basis. The Engineering fee will be negotiated based on the scope of services required for each project.

**F. EVALUATION OF PROPOSALS & SELECTION PROCEDURES:**

1) Evaluation Criteria

The selection committee shall evaluate each of the persons or firms based on the below criteria.

	<b>Evaluation Criteria</b>	<b>Points</b>
a)	Firm's proven management skills and technical competence including specialized experience in the design of public roadways and analogous traffic control devices. Demonstrated performance in providing well organized, accurate, and fully coordinated construction documents; and projects delivered on time and within budget.	40
b)	Credentials of project team, including: project manager's and major sub-consultant's portfolio of related projects; history of the proposed team working together on past projects, particularly as related to prior work of this nature.	30
d)	Experience with Georgetown County & SCDOT regulatory requirements.	15
f)	Overall quality and completeness of proposal, and interview if selected for short list.	15

The Evaluation Committee shall score each proposal received based on the above evaluation matrix. The committee will then shortlist the top ranked firms to conduct discussions with. Presentations/interviews will be conducted with no less than the three (3) highest ranked firms, though more than three (3) may be selected. Final ranking and scoring will then be conducted of the shortlisted firms.

The Evaluation Committee along with the Purchasing Officer shall negotiate a contract with the highest qualified firm(s) for engineering services at a compensation that is considered to be fair and reasonable to the County. In making this decision, the Evaluation Committee and Purchasing Officer shall take into account the established value, the scope, the complexity, and the professional nature of the services to be rendered. Should the Purchasing Officer be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated. The Evaluation Committee along with the Purchasing Officer shall then undertake negotiations with the second most qualified firm and so on and so forth until a satisfactory agreement can be reached. Should the Purchasing Officer be unable to negotiate a contract with any of the selected firms, the Purchasing Officer and the County Administrator shall select additional firms in order of their competence and qualifications, and continue negotiations in accordance with the section until a satisfactory agreement is reached.

**The County may enter into contracts with more than one engineering firm.**

WORK TO BE PERFORMED/SCOPE OF SERVICES:

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All proposals must include a proposed project schedule with milestones. This schedule is to be of sufficient detail to set forth the anticipated time to complete all tasks, as well as to document any needed interaction with County staff, and the SCDOT. Services to be provided shall include, but not be limited to, the following:

1) General:

- a) As required undertaking land surveys, enhancing the counties GIS database, submittal of property plats, coordinating land acquisition, secure County right-of-way (i.e. deeded or easement), the preparation of comprehensive construction documents for bid purposes and construction observation/management.
- b) When required, meet with County representatives and others to perform such public relations functions as may be mutually agreed to.

2) Surveying:

- a) Performing field surveys that will adequately describe the project location. This work should include, but not be limited to the following: locating all fixed objects in the project area such as structures, roadway features, crossing or side roads, planted areas, tree species and sizes (minimum of 12" diameter), storm water drainage facilities, all above and below ground utilities, property lines, and etc. Utilities will be further defined to include water and sewer in addition to any dry services such as power lines and poles, telephone and cable pedestals, etc.
- b) Provide topographical information on all drainage and utility services, both public and private, both above and below ground. All utilities shall be well defined including pipe sizes, pipe materials, manhole or structure locations and invert elevations. All vertical information shall be referenced to benchmarks tied to North American Vertical Datum 1988 (NAVD88).

- c) The county reserves the right to utilize an independent survey person or firm if judged to be in the County's best interest.
- d) Plats may be required where cases of right-of-ways or easements are required for the project. Plats will meet all current S.C. and County standards for property surveys and will be recorded in the Georgetown County Register of Deeds office.

3) Geotechnical:

Performing geotechnical investigation of the project location, subsurface borings and classification of soils shall be required to determine the various soil conditions that will be encountered during construction and avoid material deemed unsuitable for road construction.

4) Permits:

Preparation of any required drawings and/or documents to obtain any and all required regulatory permits and to secure the required permits. (Including Phase II NPDES permits.)

5) Right-Of-Way Acquisition:

Preparation of any required document necessary for the acquisition of real estate and or obtain all required right-of-ways either deeded or by obtaining county easements. The County will require that the "Minimum Standards for Streets Based on Design Criteria" as noted in the Georgetown County Development Regulations Appendix A Table 1 be met for all roads listed in the RFQU. Namely the requirement for 50ft ROW on all local roads.

6) Design:

Develop a detailed set of construction plans that will be in compliance with standard practices. Drawings shall be prepared on 24" X 36" sheet size and at a scale of 1 inch = 30 feet, unless otherwise approved by the County's representative. The plans will be signed and certified by a Registered Professional Engineer in the State of South Carolina. Plan submittals shall be two print sets to the County and one print set to each public utility that may be in conflict with the project at 75% design complete stage, for the purpose of gathering comments on the plans. At a minimum, one reproducible Mylar and three print sets of the final construction plans are to be delivered to the County. In addition to hard copy, all drawings should be submitted in AutoCAD 2019 file format compatible with the latest AutoCAD Infrastructure Design Suite Civil 3D package. Drawings will also be submitted in PDF format. All drawings shall be prepared in the South Carolina State Plane coordinates international foot, NAVD88. The plans will include, but not be limited to the following:

- a) Cover sheet showing a map of the project location, project name, limits of the projects, length of **project, professional engineer seal and signature.**
- b) Sheet showing the typical sections that will be constructed.
- c) Sheet showing the materials required for construction on a unit quantity basis.
- d) Plan and Profile sheets showing all existing features of the project location overlaid with the proposed new construction features, construction limits, and alignment survey information, existing right-of-ways and any new right-of-ways that will be required.



Profile portion will show the existing alignment profile overlaid with the proposed new finished construction profile, vertical survey information and earthwork quantities.

- e) Any additional sheet(s) that may be required to adequately depict proposed construction.
- f) Provide detailed project cost estimate with final plan submittals.
- g) Attend pre-bid meeting.
- h) Attend pre-construction meeting.

7) Construction:

- a) Provide administration of the construction contract.
- b) Serve as a representative of County during this phase and advise and assist County throughout construction.
- c) Visit the site as often as mutually agreed upon to review the progress and quality of work in accordance with the contract documents.
- d) Assist in keeping County advised on the progress and quality of work.
- e) Provide schedule of values and determine the amounts owed to the contractor as the work progresses and certify progress payments.
- f) Review and take appropriate action on contractor's submittal of appropriate drawings, samples, etc., as they relate to the design concepts.
- g) Prepare and submit change orders for County's approval and execution.
- h) Conduct such inspections as are necessary to determine the pending completion of work or portions thereof and prepare a list of incomplete, unsatisfactory items and a schedule for their completion.
- i) Assist County in determining final completion and insuring all documents, guarantees, manuals, bonds, warranties, as built drawings, etc., are turned over to Department of Public Services.
- j) All work will be planned and performed in accordance with the South Carolina Department of Transportation Standard Drawings for Road Construction Booklet.

8) Other Services:

- a) May require performing as built surveys and plan revisions needed to show the correct information upon completion of construction. May require providing staking of the existing or new drainage rights-of way.

- b) Services will include standard design and engineering services, including development, programmatic aspects, construction documents, bidding and negotiation, and construction oversight of various projects/phases.
- c) Professional management throughout all phases of the project shall be required including, but not limited to, periodic progress reports/meetings, proper processing of invoices for services, timely processing of project correspondence, and contractor requests for payment and submittals. A critical path method (CPM) schedule may be created for the each project. Copy of updated CPM may be forwarded to County in electronic format.
- d) All documentation/specifications shall be prepared utilizing a MS Word for Windows unless otherwise approved by the Director of Public Services or his designee. In addition to hard copy, all documentation/specifications should be provided in electronic format utilizing the MS Word format.
- e) All design documents shall be stamped or sealed, and signed by a professional engineer who is registered in South Carolina. In addition to hard copy, any pictures will be submitted in digital format that can be displayed utilizing .jpeg, .tiff, .bmp, Adobe PDF, or other mutually agreed upon format.

9) Submission Requirements:

The entire project team, including the Design Firm, its designated Project Manager, and all consultants who will work on any assigned County project, will be evaluated. The Project Manager is the individual or design studio who will have the primary responsibility to conceive the design concepts. In the proposal submission, the Engineer shall:

- a) Be precise about the division of responsibility among their member firms.
- b) Identify past experience working with public roadway projects and analogous traffic control devices.
- c) Identify clearly the people who will be involved, what they will do, and their specific experience in that role.
- d) Identify key issues from the Engineer's perspective.
- e) Suggest how best to maintain public involvement, interest, and approval during the design process.
- f) Provide a brief statement of key issues and challenges in designing public roadway projects.
- g) Provide outline work plan and tentative schedule.
- h) The Engineer shall submit 8" x 10" graphics (maximum of three per project) and a narrative description (maximum of one page per project) of not more than five projects completed within the past ten years. The narrative shall address the design approach and salient features of each project, and discuss how the client's design, economic, and operational objectives were satisfied by the design.

10) Supplemental Information:

- a) Incurring Costs – the County will reimburse no costs incurred by recipients of this Request for Qualifications in anticipation of receiving a contract award.
- b) Acceptance of Request for Qualifications Submittal Content – The selected vendor(s) must be prepared to be bound by their proposals. The particulars of the proposals will remain confidential until negotiations are complete and award is made.
- c) Rejection of Submittals – The County reserves the right to reject any or all submittals received and to mark proposals as non-responsive or vendor non-responsible as they deem fit.

11) Confidential Cost Proposals

Upon notification, all shortlisted firms must provide a confidential cost proposal mailed directly to the Purchasing department to the following address which shall be scheduled to be received by the Purchasing Officer prior to the scheduled presentation/interview date. This will only be required from the shortlisted firms and will be used to begin negotiations with the highest qualified firm(s) after final ranking is completed. Any unopened cost proposals will be returned back to the Proposer.

Mailing Address:

Georgetown County  
Attn: Nancy Silver, Purchasing Dept.  
P.O. Box 421270  
Georgetown, SC 29442

Physical Address:

Georgetown County  
Attn: Nancy Silver, Purchasing Dept.  
129 Screven St.  
Georgetown, SC 29440

12) Project Timeline:

- a) The County will require a 120 calendar day design completion be met for road projects [excluding right-of-way execution], to begin upon the “Notice to Proceed”, or subsequent task orders. Permitting is included in the 120-day period, but the County may work with the engineer to make adjustments for wetlands permitting if necessary.
- b) Each offeror will include a sample timeline indicating a project schedule and milestones for completion.

12) Task Order Procedures:

- a) The Contractor shall perform work assigned under this Contract as directed in task orders issued by the COUNTY Contracting Officer in accordance with the terms and conditions of the task order or as specified elsewhere in the Contract. Task orders will be executed in writing through a bilateral agreement between the Contractor and COUNTY. Upon execution of task orders, the Contractor shall provide the personnel, facilities, equipment, and other materials and services necessary to perform the work set forth in the task order.
- b) Task orders shall be subject to the terms and conditions of this Contract. In the event of

conflict between a task order and this Contract, the Contract shall control.

- c) Task Orders shall be subject to appropriation and availability of funds as described in clause no. 7), "Non-Appropriation" in the General Terms and Conditions included in the Contract. In no event, shall the Contractor be authorized to incur costs under an individual task order in excess of the total amount of funds obligated against that task order. The Contractor shall not exceed the ceiling price approved for each individual task order unless authorized by the COUNTY in writing by an approved Change Order.
  - d) Task orders shall be negotiated. Task orders may be issued from the effective date of this Contract through completion or termination of the Contract. Any task order issued during the effective period of this Contract and not completed within that time shall be completed by the Contractor within the time specified in the task order. The task order and the Contract shall govern the Contractor's and COUNTY's rights and obligations with respect to that task order to the same extent as if the task order were completed during the Contract's effective period.
  - e) There is no limit on the number of task orders that may be issued against this Contract, if and when needed, except as otherwise specified in Section E above.
  - f) In the event that fewer direct labor hours or estimated total costs are used by the Contractor accomplishing the prescribed work under individual task orders than were obligated by the executed task orders, the Contractor shall generate a letter addressed to the Project Manager requesting the closure of the task order and the amount of funding to be credited back to the County. The County Project Manager shall then request a change order to the originally issued Purchase Order (PO) to release the unused funds portion and to restore the balance back to the total Contract amount. The parties agree that any downward price/cost adjustment shall reflect actual work performed.
- 13) Any resulting agreement shall not be interpreted to be an exclusive contract for these services and the County may award to more than a single qualified provider.



**Instructions for Bidders**  
**RFQU #20-036**  
**C-Fund Civil Engineering Services, 2-Yr. Term**

**These are general instructions and conditions that accompany each bid package. If more specific instructions are given in the individual bid package, those instructions should prevail.**

**1. Submission of Questions**

Questions must be submitted in writing via electronic mail, facsimile or postal mail to the Issuing Officer no later than the “Deadline for Questions” cutoff identified in the Bid Timeline on page three (3) in order to generate an official answer. All written questions will receive an official written response from the Georgetown County Purchasing Office (GCPO) and will become addenda to the solicitation.

GCPO reserves the right to reject or deny any requests made by the Consultant.

Impromptu, unwritten questions are permitted and verbal answers may be provided, but are only intended as general direction and will not represent the official GCPO position. The only official position of GCPO is that which is stated in writing and issued in the solicitation as addenda thereto.

No other means of communication, whether oral or written, shall be construed as a formal or official response/statement and may not be relied upon. SEND QUESTIONS TO:

Nancy Silver, Purchasing Officer  
Post Office Box 421270, Georgetown, SC 29442-4200  
Fax: (843) 545-3500  
Email: [nsilver@gtcounty.org](mailto:nsilver@gtcounty.org)

2. Sealed bids to provide **C-Fund Civil Engineering Services, 2-Yr. Term** shall be received electronically through the County’s Vendor Registry webpage until the cut-off time shown in the bid timeline on page three (3) of this document. Bids will then be promptly opened at the designated time by the Buyer. Bids that are not received prior to the stated opening date and time will be considered **NON RESPONSIVE**. An official authorized to bind the offer must sign all bids submitted.
3. **Incident Weather/Closure of County Courthouse**  
**Due to the current COVID-19 situation, County offices at the time of this bid posting remain open but are limited to the public. Bid openings may occur from an alternate secure and/or remote location as needed.**
4. This solicitation does not commit Georgetown County to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services. It is the responsibility of each bidder to see that the Georgetown County Purchasing Office receives bids on, or before, the date and time specified for the bid opening. No bid will be accepted thereafter. The County assumes no responsibility for delivery of bids that are mailed. Georgetown County reserves the right to reject any or all bids and to waive any informalities and technicalities in the bid process.
5. NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources, when Staff determines internally that this resulting action is in the best interest of Georgetown County.

6. No Bidder may submit more than one bid. Multiple bids for different manufacturers but represented by the same firm will not be accepted. Bids offered directly from manufacturers shall indicate if a local dealer/representative will be involved.

7. Definitions:

- a) The terms “Company”, “Firm”, “Proposer”, “Offeror”, “Vendor” or “Bidder” refer to those parties who are submitting sealed responses for the work set forth in this document to the OWNER, as distinct from a sub-bidder who provides a bid to the Bidder.
- b) The term “C-Fund Road Engineering Services”, “Engineering” or “Services” refers to the **complete set of services** as specified in this document, in every aspect.
- c) The terms “Owner” and “County” refer to the County of Georgetown, South Carolina.
- d) Where the words “shall” or “must” are used, it signifies an absolute minimum function or capacity that, if not satisfied, may result in disqualification.
- e) Where the words “should”, “may”, or “is desirable” are used, it signifies desirable, but not mandatory functions or capacities. Bidders who are able to provide these functions or capacities may be evaluated more favorably than those who cannot.

8. Correction or Withdrawal of Bids; Cancellation of Awards

An offeror must submit in writing a request to either correct or withdraw a bid to the Procurement Officer. Each written request must document the fact that the offeror’s mistake is clearly an error that will cause him substantial loss.

- a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Procurement Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
- b) Cancellation of awards prior to performance: When it is determined after an award has been issued but before performance has begun that Georgetown County’s requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either re-awarded or a new solicitation issued.

**9. Faxed or E-mailed bids will not be accepted by Georgetown County. Electronic bid submissions must be submitted through the Georgetown County Purchasing Vendor Registry page to ensure they remain sealed until the scheduled bid opening date and time.**

10. If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact the purchasing office as soon as possible.

11. Title VI of the Civil Rights Act of 1964: Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtCounty.org/about/faqs.html>.
12. Any deviations from the specifications or modification of this bid and any extra or incidental work or reductions in work shall be set forth in writing and signed by both parties prior to making such change. Any increase or decrease in the bid price resulting from such change shall be included in writing.
13. Exceptions: The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications," and shall be attached to the bid. When Proposers find instances where they must take exception with certain requirements or specifications of the bid, all exceptions shall be clearly identified. Written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the County of Georgetown, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions. If none, write "NONE".
14. Georgetown County reserves the right to reject any or all bids, and to waive as an informality any irregularities contained in any bid as may be deemed in the best interest of the County. Georgetown County further reserves the right to reject any bid submitted, at its sole option, that the vendor may not be able to meet the service requirements of the bid.
15. Publicity releases: contractor agrees not to refer to award of any resulting contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.
16. Material Safety Data Sheets: The County of Georgetown will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Data Sheet when received.
17. Ownership of Copyright: All right, title and interest in all copyrightable materials which vendor shall create in the performance of its obligations hereunder shall be the property of the procurer. Vendor agrees to assign and hereby does assign any and all interest it has in and to such material to procurer. Vendor agrees, upon the request of procurer to execute all papers and perform all other such acts necessary to assist procurer to obtain and register copyrights on such materials. Where applicable, works of authorship created by the vendor in the performance of its obligations hereunder, shall be considered "works for hire" as defined in the U.S. Copyright Act.

18. Ownership of Documents: Any reports, studies, photographs, negatives or other documents prepared by vendor in the performance of its obligations shall be the exclusive property of the procurer and all such material shall be remitted to the procurer by the vendor upon completion, termination or cancellation of this order. Vendor shall not use, willingly allow or cause to have such material used for any purpose other than performance of its obligations under this order without the prior written consent of the procurer.
19. Affirmative Action: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of age, race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.
20. Inclusion and participation of disadvantaged, small, and local business entities is strongly encouraged, but minimum participation standards are not in effect for this project.
21. All Federally Funded Construction Contracts Over \$2,000:
- a) Davis-Bacon Requirements. These contracts need to include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a—7) and the Department of Labor implementing regulations (29 CFR Part 5). Under this Act, Contractors are required to include the contract provisions in Section 5.5 (a) of 29 CFR Part 5, and to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, Contractors shall be required to pay wages not less often than once a week. Current Wage Determination for Georgetown County in South Carolina is available on-line at: [https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dbra&page=1&date\\_filter\\_index=0&inactive\\_filter\\_values=false](https://beta.sam.gov/search?index=wd&keywords=Georgetown&sort=-relevance&wdType=dbra&page=1&date_filter_index=0&inactive_filter_values=false).
  - b) Contract Work Hours and Safety Standard Act Requirements. The contracts must include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate not less than one times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - c) Copeland “Anti-Kickback” Act Requirements. All construction contracts over \$2,000.00 must include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This act provides that each Contractor shall be prohibited from inducing, by any means, persons employed in the construction, completion, or repaid of public work to give up any part of their compensation.



22. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.

23. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The contractor certifies that the vendor(s) will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

24. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that he will retain such certifications in his files.

25. Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

26. Acknowledgement of Addenda

Each contractor is responsible to verify the number of total addenda issued prior to bid. **Failure to acknowledge all addenda may disqualify the bidder.** All addenda are posted by the County at the website located at [www.georgetowncountysc.org](http://www.georgetowncountysc.org), select "Purchasing" and "Current Bids". It is each proposer's responsibility to verify that all addenda have been received and acknowledged.

27. This Request for Qualifications is intended to convey the estimated requirements to provide **C-Fund Civil Engineering Services, 2-Yr. Term** for the Georgetown County Public Works Department. The purpose is to establish a ranked list of qualified offerors' with whom the County may negotiate a

Term Contract with firm pricing and delivery under which the department may place orders as needed. The right is reserved to extend the use of this contract to any County Department.

## 28. TERMS OF AGREEMENT / RENEWAL

The initial term of this contract shall be for a period of one (1) calendar year, effective from date of contract award. The County reserves the right to negotiate with the successful bidder, after contract award, for an additional discount should available funds permit the purchase of additional units within the fiscal year. The County reserves the right, at its sole option, to renew the contract for one (1) additional consecutive term, contingent upon satisfactory performance in the prior period, not to exceed a maximum term of two (2) years total.

## 29. PRICE ADJUSTMENTS

Adjustments in price pursuant to any agreement resulting from the proposal shall be computed and documented with a written determination. The price adjustment agreed upon shall approximate the actual cost to the contractor, and all costs incurred by the contractor shall be justifiable compared with prevailing industry standards, including a reasonable profit. Costs shall be properly itemized and supported by substantiating data sufficient to permit evaluation before commencement of the pertinent performance or as soon thereafter as practicable, and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the contractor:

- a) by unit prices specified in the contract or subsequently agreed upon;
- b) by the costs attributable to the events or situations under such clauses with adjustment for profit or fee, all specified in the contract or subsequently agreed upon;
- c) by agreement on a fixed price adjustment;
- d) by rates determined by the Public Service Commission and set forth in the applicable tariffs;
- e) in such other manner as the contracting parties may mutually agree; or
- f) in the absence of agreement by the parties, through unilateral determination by the governmental body of the costs attributable to the events or situations under such clauses, with adjustment of profit or fee, all as computed by the governmental body in accordance with applicable sections of the regulations issued under Article 13 of this chapter and subject to the provisions of Article 17 of the South Carolina Code of Laws, Title 11, Chapter 35, SC Consolidated Procurement Code.

30. Bids must be made on Proposal or Bid Form furnished or will be rejected. Proposals shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

## 31. Insurance

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 fifteen (15) days 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.

#### 1. 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.

1. 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

N/A

e. Professional Liability (a/k/a Errors and Omissions)

N/A

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Georgetown, 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.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. 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.
5. All coverage for subcontractors of the bidder shall be subject to all of the requirements stated herein.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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 Officer.

### 32. Workman's Compensation Coverage

Georgetown County, SC will require each contractor and service Consultant to maintain on file with the purchasing officer, a current Certificate of Insurance showing limits as required by the Workers' Compensation Act of SC: Employers Liability, \$1,000,000.

The law also recognizes "statutory employees." These are employees who work for a subcontractor who may be working for a business or another contractor. Employers should inquire whether or not a subcontractor working for them has workers' compensation insurance, regardless of the number of employees employed by the subcontractor. If the subcontractor does not, the subcontractor's injured employees would be covered under the employer's workers' compensation insurance. If the subcontractor does not carry workers' compensation insurance, then the owner or the principal contractor would be liable just as if the subcontractor's employee was one of their employees.

For answers to additional questions, visit the SC Worker's Compensation Commission website, at:

<http://www.wcc.sc.gov/Pages/FrequentlyAskedQuestions.aspx#emp1>

### 33. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the County, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

### 34. Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

35. Workmanship and Inspection

All work under this contract shall be performed in a skillful and workmanlike manner. The County may, in writing, require the Contractor to remove any employee from work that the County deems incompetent or careless.

Further, the County may, from time to time, make inspections of the work performed under this contract. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

36. Invoicing and Payment

The firm shall submit invoices on a frequency to be determined, as agreed upon by the County, for each payment requested. Such invoice shall also include a detailed breakdown of all charges. All such invoices will be paid within thirty (30) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Georgetown  
Accounts Payable  
P.O. Box 421270  
Georgetown, SC 29442-4200

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

37. South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

38. Assignment of Contract

This contract may not be assigned in whole or part without the written consent of the Purchasing Officer.

39. Termination

Subject to the provisions below, the contract may be terminated by the County upon sixty (60) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or canceled upon request and for the convenience of the County, without the required sixty (60) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) days advance notice requirement is waived in the event of Termination for Cause.

c. Non-Appropriation:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

40. Default

In case of default by the contractor, for any reason whatsoever, the County may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law

41. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

42. Applicable Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, U.S.A.

43. Claims and Disputes:

All claims, disputes and other matters in question between parties arising out of, or relating to, this Agreement, or the breach thereof, shall be decided in the Circuit Court of the Fifteenth Judicial circuit in Georgetown County, South Carolina. By executing this Agreement, all parties specifically consent to venue and jurisdiction in Georgetown County, South Carolina and waive any right to contest jurisdiction and venue in said Court.

44. Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

45. Notice of Award

A *Notice of Intent to Award* will be mailed to all respondents.

46. Protest

Bidders may refer to Sections 2-67, 2-73, and 2-74 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.

47. Debarment

By submitting a bid, the offeror certifies to the best of its knowledge and belief, that it and its principals, sub-contractors and assigns are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency. A copy of the County's debarment procedure in accordance with Section 2-68 of Ordinance #2008-09, also known as the Georgetown County, South Carolina Purchasing Policy is available upon request.

48. Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for 90 days from bid opening date. "Discount from list," bids are not acceptable unless specifically requested.

49. Quotations to be F.O.B.: Destination

Quote F.O.B.: Destination for this competitive sealed bid. As an alternate, show exact cost for delivery.

50. Unit Prices and Extension

Bid unit price on quantity specified -- extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

51. Use of Brand Names (If Appropriate)

Unless otherwise stated in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive - NOT restrictive - it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference or specifications, bid must show manufacturer, brand or trade name, catalog number, etc. of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with bid. Samples may be required. If bidder makes no other bid and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Bidders must certify that item(s) bid upon meet and/or exceed specifications.

52. Delivery After Receipt of Order (ARO)

Bid must show the number of days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 9 to 5, unless prior approval has been obtained from the County.

53. Permits

The successful Offeror must be responsible for obtaining all necessary city, County, and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to the County upon request. Building contractors working within Georgetown County must also secure a Contractor's License from the Building Department. Work within the Georgetown City Limits may require a City Business License. For additional information, please review the "Forms and Fees" section of the Building and Planning web page at the link below:

<http://www.georgetowncountysc.org/building/default.html>

54. Environmental Management:

Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

55. Bid Tabulation Results

Vendors wishing to view the bid tabulation results may visit the Georgetown County, SC web-site at: <http://www.georgetowncountysc.org>. Select "Bid Opportunities" from the Quick Links box, then "Bids Under Review" and double click the link under the individual bid listing.

56. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
57. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor's submittal to be declared null and void.
58. Apparent omission of a detailed description concerning any point, shall be regarded as meaning the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used.
59. Response Clarification  
Georgetown County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
60. Due to this project being federally funded, the County's Local Vendor Preference Option will not be used during this solicitation.
61. Vendor Checklist  
The items indicated below must be returned as a part of the Bid Submission package:
- Non-Collusion Affidavit/Oath
  - Mandatory Bid Submittal Form
  - Mandatory Exceptions Page
  - Addendum Acknowledgement (if applicable)

The successful proposer will be required to provide a Certificate of Insurance naming Georgetown County, SC as an additional insured and a signed IRS Form W-9. This must be on file with the Purchasing Department prior to any services being performed and must be on file within fifteen (15) days of written notification of award.

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**Non-Collusion Affidavit/Oath**  
**RFQU #20-036, C-Fund Civil Engineering Services, 2-Yr. Term**  
**MANDATORY BID SUBMITTAL FORM**

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 Offeror Herein, his agents, servants, and/or employees, to the best of his knowledge and belief have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, not have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
 Authorized Signature of Offeror

NOTARY PUBLIC FOR THE

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

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

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

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

Phone Number: \_\_\_\_\_

(Note: Notary seal required for out-of-state offeror)



**MANDATORY BID SUBMITTAL FORM**  
**Bid #20-036**  
**C-Fund Civil Engineering Services, 2-Yr. Term**

The undersigned, on behalf of the vendor, certifies that: (1) this bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud;(3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered (4) they have read the complete Request for Bid and understands all provisions: (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

1. Name of Company submitting RFQU: \_\_\_\_\_
2. Contact Address: \_\_\_\_\_  
\_\_\_\_\_
3. Contact Person \_\_\_\_\_
4. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
5. E-Mail address \_\_\_\_\_
6. Remittance Address: \_\_\_\_\_  
\_\_\_\_\_
7. Accounting Contact \_\_\_\_\_
8. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
9. E-Mail address \_\_\_\_\_
10. Customer References. Please list (3) references for similar size and scope of services.

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	

E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

Entity Name:	
Contact:	
Title:	
Street:	
City, State & Zip:	
Primary Telephone:	
Primary FAX:	
E-Mail Address:	
Brief Explanation of Relationship:	

**11. Suspension and Debarment**

Federal guidelines require grant recipients to obtain sufficient assurance that vendors are not suspended or debarred from participating in federal programs when contracts exceed \$25,000. By signing below you verify that no party to this agreement is excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and

benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. [See <https://www.epls.gov/> for additional information.]

12. If the bid is accepted, the required Contract must be executed within fifteen (15) days of written notice of formal award of Contract.

13. Will you honor the submitted prices and terms for purchase by other departments within Georgetown County and/or by other government entities who participate in cooperative purchasing with Georgetown County, South Carolina?

Yes       No

14. Acceptance of Invitation for Bid Content: The contents of the successful IFB/RFP/RFP are included as if fully reproduced herein. Therefore, the selected contractor must be prepared to be bound by his/her proposal as submitted.

15. RENEWAL OF CONTRACT

The continuation of the terms, conditions, and provisions of any resulting contract beyond the fiscal year is subject to approval and ratification by the Georgetown County Council and appropriation by them of the necessary money to fund said contract for each succeeding year.

16. CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the vendor listed below will provide a “drug-free workplace” as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by the complying with the requirements set forth in title 44, Chapter 107.

Yes       No

17. Any attempt by the vendor to influence the opinion of County Staff or County Council by discussion, promotion, advertising, misrepresentation of the submittal or purchasing process or any procedure to promote their offer will constitute a violation of the vendor submittal conditions and will cause the vendor’s submittal to be declared null and void.

18. The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Qualifications No. 20-036 were received.

19. MINORITY PARTICIPATION      [INFORMATION ONLY]

(a) Is the bidder a South Carolina Certified Minority Business?

Yes       No

(b) Is the bidder a Minority Business certified by another governmental entity?

Yes       No

If so, please list the certifying governmental entity: \_\_\_\_\_

(c) Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?

Yes       No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%

(d) Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?

Yes       No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?  
\_\_\_\_\_%

(e) If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

20. **ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008):** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the 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 you and your subcontractors or sub-subcontractors; or (b) that you and your 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." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

21.

**INFORMATION ONLY:**

- Our company accepts VISA government procurement cards.  
If yes, list any upcharge for P-Card Payment? \_\_\_\_\_
- Our company does not accept VISA government procurement cards.

22. Printed Name of person binding bid \_\_\_\_\_

23. Signature (X) \_\_\_\_\_

24. Date \_\_\_\_\_

**NOTE: THE ENTIRE SOLICITATION PACKET NEED NOT BE RETURNED. Thank you.**



# **EXCEPTIONS PAGE**

## **MANDATORY BID SUBMISSION FORM**

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation. If none, write "NONE".



**STATE OF SOUTH CAROLINA )**  
**GEORGETOWN COUNTY )**

**PROFESSIONAL**  
**SERVICES**  
**CONTRACT**

This AGREEMENT is made and entered into between the COUNTY OF GEORGETOWN, a political subdivision of the State of South Carolina, whose Administrative Office is located at 129 Screven Street, Georgetown, S.C. 29440 (“County”), and \_\_\_\_\_ whose Administrative Office is located at \_\_\_\_\_ (“Provider”).

This Contract for Professional Services (“Contract”) is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and shall have an Effective Date of the \_\_day of \_\_\_\_\_, 2020 (the “Effective Date”).

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by Provider of the services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Georgetown, South Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between County and Provider concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of County and Provider. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle Provider to rely upon such forbearance in the event of another similar breach by Provider of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.



1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, Provider shall comply with the provisions of:

- 1.6.1. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq);
- 1.6.2. Title VII of the Civil Rights Act of 1964;
- 1.6.3. Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324);
- 1.6.4. Age Discrimination Act of 1975;
- 1.6.5. Section 504 of the Rehabilitation Act of 1973;
- 1.6.6. Title I of the Americans with Disabilities Act of 1990;
- 1.6.7. Civil Rights Restoration Act of 1987;
- 1.6.8. 49 CFR Part 21;
- 1.6.9. 23 CFR Part 200;
- 1.6.10. USDOT Order 1050.2;
- 1.6.11. Executive Order #12898 (Environmental Justice);
- 1.6.12. Executive Order #13166 (Limited-English-Proficiency);
- 1.6.13. Equal Pay Act of 1963;
- 1.6.14. Fair Labor Standards Act of 1938;
- 1.6.15. Immigration Reform and Control Act of 1986;
- 1.6.16. South Carolina Wages Act, S.C. Code § 37-10-10 et seq; and
- 1.6.17. South Carolina Worker's Compensation Act, S.C. Code § 42-1-10 et seq.

1.7. By entering into this Contract, Provider affirmatively warrants that Provider is currently in compliance with such laws, and further warrants that during the term of this Contract, Provider shall remain in compliance therewith.

## 2. SCOPE OF SERVICES:

- 2.1. Provider shall perform those tasks set forth in Exhibit "A" that is attached hereto and is incorporated herein by reference, within the time limits set forth therein. If any term of the Scope of Services set forth on Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind County.
- 2.2. All services to be performed by Provider under this Contract shall be performed within the lesser of (a) the term set forth on Exhibit "A"; or (b) the expiration of five (5) years after the Effective Date of this Contract; whichever is the lesser period of time.

### 3. PAYMENT FOR SERVICES:

- 3.1. The costs of services are set forth in Exhibit “B” of this Contract. Provider’s invoice to County will be on a basis of net 30 days after receipt by County of invoice. Invoices in respect of necessary services rendered by Provider after a notice of termination, as set forth herein shall be fully payable by County as if this Contract continued in full force and effect.
- 3.2. Payment for services not included in the Scope of Services constitute additional charges to County, at rates and intervals to be agreed between County and Provider in a written instrument executed prior to the performance of such services.

### 4. WARRANTIES OF PROVIDER AND COUNTY:

- 4.1. County warrants that:
  - 4.1.1. County has the lawful authority required under State law and County’s Ordinances to enter into and perform this Contract;
  - 4.1.2. County shall not offer employment to any employee of Provider for a period of two (2) years after the termination, except for cause, of this Contract.
- 4.2. Provider warrants that Provider has:
  - 4.2.1. All necessary licenses and consents required for Provider to enter into and fully perform the Scope of Services set forth on Exhibit “A”, and is in good standing in the State of South Carolina;
  - 4.2.2. All required insurances, including Worker’s Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract;
  - 4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by Provider.
- 4.3. Provider warrants that Provider shall throughout the term of this Contract:
  - 4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in South Carolina;
  - 4.3.2. Maintain all insurances required by law or this Contract, including worker’s compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth on County’s invitation to bid or Request For Proposal, that formed the basis of the Scope of Services of this Contract.
  - 4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by Provider to third parties or employees, agents, or sub-Providers of Provider, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

- 4.3.4. Ensure that any third party, employee, agent, or sub-Provider of Provider shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;
- 4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;
- 4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

## 5. OWNERSHIP OF PROJECT MATTER:

Unless otherwise agreed between County and Provider, and approved by County's attorney:

- 5.1. All plans, reports, surveys, and other professional work product of Provider concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of County during and at the completion or termination of this Contract;
- 5.2. All materials supplied or loaned by County to Provider during the term of this Contract shall remain the property of County;
- 5.3. All intellectual property provided to County by Provider and originating from this Contract shall become and remain the property of County, and Provider shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;
- 5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by Provider in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

## 6. EARLY TERMINATION OF CONTRACT:

County and Provider shall have the right, upon sixty days written notice, to terminate this Contract, and thereafter County shall have no obligation to pay for services provided to County except up to the effective date of termination of this Contract. In the event Provider exercises its right to terminate this Contract, Provider will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty days, to allow County to procure another Provider.

7. NON-APPROPRIATION:

It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

8. INDEPENDENT PROVIDER STATUS:

Provider shall not, by entering into this Contract, become a servant, agent, or employee of County, but shall remain at all times an independent Provider to County. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between Provider and County, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

9. NOTICES TO PARTIES:

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

9.1. To County:

9.1.1.

Ms. Nancy Silver, Purchasing Officer  
Georgetown County  
Post Office Box 421270  
Georgetown, SC 29442-4200

9.2. To Provider:

9.2.1.

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9.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

9.3.1. On the third (3<sup>rd</sup>) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

9.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

#### **10. WAIVER OR FOREBEARANCE**

Any delay or failure of County to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of County's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on Provider under this Agreement shall be waived and no breach by Provider shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

#### **11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:**

**Provider** will indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the **Provider**, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable. In any and all claims against the County or any of their agents or employees by an employee of the **Provider**, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for **Provider** under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of **Provider** under this paragraph shall not extend to the liability of the County or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

## **12. TITLE VI COMPLIANCE:**

Georgetown County hereby gives public notice that it is the policy of the agency to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Georgetown County receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Georgetown County. Any such complaint must be in writing and filed with Georgetown County's Title VI Coordinator within one hundred and eighty (180) days following the date of the alleged discriminatory occurrence. For more information, or to obtain a Title VI Discriminatory Complaint Form, please see our website at <http://www.gtcounty.org>.

## **13. COUNTERPARTS:**

To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Contract, which shall be deemed to be an original on the Effective Date first above written. To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

**WITNESS:**

**PROVIDER NAME**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**SAMPLE**  
**COUNTY OF GEORGETOWN**  
**By:** \_\_\_\_\_

**John Thomas**  
**County Council Chair**

**ATTEST:**

\_\_\_\_\_

**Theresa Floyd**  
**Clerk to Council**

**EXHIBIT A  
SCOPE OF SERVICES**

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**SAMPLE**



**EXHIBIT B  
PAYMENT FOR SERVICES**

- 1) Upon delivery and acceptance of the equipment and/or services in the Scope of Services, the contractor shall submit an invoice, detailing the appropriate charges.

Upon receipt of invoice and upon final inspection and acceptance of the equipment and/or services, the County will render payment within thirty (30) days. Invoices shall be submitted to:

County of Georgetown  
Accounts Payable  
P.O. Box 421270  
Georgetown, SC 29442-4200

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

- 2) South Carolina Sales Tax

The County of Georgetown, SC is not exempt and pays the appropriate SC sales tax on all applicable purchases.

- 3) Progress Payments

Contractor's Application for Payment shall be submitted to the Owner on such other form as may be mutually agreed upon. The period covered by each Application for Payment shall be not less than one calendar month. The Owner shall make progress payments to the Contractor on undisputed amounts certified by the Architect or the Owner's Representative within twenty-one (21) days from receipt of the Application for Payment by the Owner in accordance with Title 29, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended.

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