



REQUEST FOR PROPOSALS

#2023-21

JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION SERVICES

PROJECT OVERVIEW

| | |
|--|--|
| SOLICITATION NUMBER: | RFP No. #2023-21 |
| DESCRIPTION OF WORK: | JOB ORDER CONTRACTING FOR GENERAL CONSTRUCTION SERVICES |
| DEADLINE FOR QUESTIONS: | Tuesday, November 8, 2022 |
| PROPOSAL DUE DATE: Eastern Time | Wednesday, November 16, 2022 @ 2:00PM |

Statements should be submitted electronically through online bidding portal located at:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=e18973c1-4a13-4b63-a74f-feebcba670c0>

Vendors may register online for free at the following link:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/dorchester-county-sc-vendor-registration>

A pre-bid meeting will be conducted via Zoom Virtual Conference (details below). Attendance at the pre-bid meeting is strongly encouraged. The purpose of the pre-bid meeting is to discuss the JOC concept and documents, answer questions and discuss JOC from the contractor's perspective. If you plan to attend, please download the Zoom application prior to the date of the meeting. Bidders are requested to register for the pre-bid meeting in advance. You can register for the meeting using the link provided below.

Date/Time: Thursday, October 27, 9:00 am, EST

Meeting Registration: <https://gordian.zoom.us/meeting/register/tZEvde-tqDstGdBcdcv0dv1rggv7pr08a0WN>

Statements may also be mailed or hand-delivered to:

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

This solicitation does not commit Dorchester County to award a contract, to pay any cost incurred in the preparation of submissions, or to procure or contract for the services. The County reserves the right to accept or reject any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County to do so. The County will be the sole judge as to whether offers submitted meet all requirements contained in this solicitation.

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

Confidential Information – Contractors must clearly mark as "Confidential" each part of their response which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended. 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. Upon receipt of a qualification package by the County the submittal shall become the property of the County without compensation to the proposer, for disposition or usage by the County at its discretion. The details of the proposal documents will remain confidential until final award, except for sections that are marked "Confidential" as explained above.

Intellectual Property – Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the County and not divulged or made available to any individual or organization without the prior written approval of the County. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the County and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the County.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the County. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

TABLE OF CONTENTS

| SECTION | PAGE |
|--|-------------|
| General Terms and Conditions | 5 |
| Section A: Special Instructions/Terms and Conditions | 11 |
| Section B: Scope of Work/Specifications | 14 |
| Section C: Qualifications Statement Format/Selection Criteria | 25 |
| Section D: Evaluation Process | 29 |
| Section E: Final Contract | 32 |
| Section F: Required Forms | 33 |
| Attachment A – Comparable Construction Experience | |
| Attachment B – Key Personnel-Project Manager | |
| Attachment C – Key Personnel-General Field Superintendent | |
| Attachment D – T Cost Proposal (Adjustment Factors) | |
| | |
| Additional Required Forms | 69 |
| P104 – Vendor Information Form | |
| P106 - Compliance with Illegal Immigration Act | |
| P107 - Non-Collusion Oath | |
| P108 - Equal Employment Opportunity Certification | |
| DIVERSITY VENDOR CERTIFICATION PARTICIPATION | |
| Agreement to Work in all Regions | |
| Federal Funds Certification Form | |
| Final Contract Signature Form | |
| | |
| Section G: JOC Supplemental Conditions | 83 |

REQUEST FOR PROPOSALS (RFP)
GENERAL TERMS AND CONDITIONS

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF PROPOSALS

- A. This solicitation is being issued in accordance with the Dorchester County Procurement Policies. All proposers, and all associated sub-consultants as deemed necessary, shall be able to be properly licensed to conduct its business in Dorchester County, with all licenses, permits, and certificates as required by all local, State of South Carolina, and Federal agencies.
- B. **Statements submitted after the “Opening” date and time are considered “Late,” and will not be opened or considered.**
- C. Statements may be withdrawn by written request received from the Offeror prior to the time set for opening of statements, but not thereafter.
- D. Dorchester County reserves the right to make any changes to this RFP, or to reject any and all submissions, or parts of any and all proposals or to accept any proposal or portion thereof deemed to be in the best interest of the County, or postpone or cancel, at any time, this RFP, or to re-solicit this RFP, or to waive any irregularities in this RFP or in the statements received as a result to this RFP. Dorchester County also reserves the right to request clarification or information from any offeror. The County is not liable for any expenses incurred by any firm as a result of being a respondent to this solicitation.
- E. Offerors shall promptly notify the Dorchester County Purchasing Office, in writing, and no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the RFP documents or the project premises and local conditions.
- F. Offerors requiring clarification or interpretation of the RFP documents shall make a written request which must be received at the Dorchester County Purchasing Office no later than the last date and time for submittal of written questions.
- G. Any interpretation, correction or change of the RFP documents will be made by addendum. It is your responsibility to monitor the Procurement website by selecting Offers/RFP Opportunities at www.dorchestercountysc.gov for any additional information, revisions, or addenda that may be posted.
- H. No substitutions will be considered after the Contract award except by amendment or change order.

2. NON-COLLUSION OATH

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

3. OFFEROR REPRESENTATIONS

Each Offeror by submitting an offer represents that:

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

4. **AWARD OF CONTRACT**

Qualifications will be reviewed after opening and will be ranked in order of choice. A recommendation will then be presented to the Purchasing Services Manager for approval. All offerors will be notified of their standing following the County's decision. The County reserves the right to make an award without further discussion of the qualifications submitted. The County shall not be bound or in any way obligated until both parties have executed a contract. The County also reserves the right to delay the award of a contract or to not award a contract. The RFP may be awarded by individual tasks or total qualifications, whichever is most advantageous to Dorchester County.

The general conditions and specifications of the RFP and the selected qualifications, as amended by agreement between the County and the Consultant including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the Consultant to perform as represented may result in elimination of the Consultant from competition or in contract cancellation or termination

5. **NOTICE OF AWARD OF CONTRACT**

The successful Offeror(s) will be notified of acceptance of offer by a written Notice of Award of contract. The successful Offeror(s) shall not undertake any work, and the County will not be responsible for payment for any work whatsoever undertaken by a successful Offeror prior to execution of the contract by both parties.

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

6. **CONTRACT DOCUMENT**

The Contract resulting from this solicitation is attached and located in Section E, Final Contract. Offerors should raise any questions regarding the terms of the Contract, or submit requested changes in said terms, in the form of written questions or submittals, subject to the deadline for questions. Offerors must sign the Section E, Final Contract and include the document when submitting a proposal. Offeror is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Section E, Final Contract, before submitting a proposal. Again, Section E, Final Contract, contains important legal provisions and is considered part and parcel of this RFP. Failure or refusal to sign aforesaid Contract shall be grounds for the County to revoke any Notice of Award which has been issued and award the Contract to another Offeror.

7. **MODIFICATION**

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

8. **NOTICE TO PROCEED**

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

The successful Offeror shall not deliver any equipment to the work site or commence work until the successful Offeror has received a written Notice to Proceed from the Purchasing Services Manager.

9. **OFFEROR'S QUALIFICATIONS**

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

10. **SUBCONSULTANTS**

- A. If any subconsultants will be used for this project, the successful Offeror shall provide to the Purchasing Services Manager a list of names of any of the intended subconsultants, the subconsultant's applicable license number(s), and a description of the work to be done by each subconsultant on the Subconsultant Data Report Form included in the Section F, Required Forms.
- B. The successful Offeror shall not substitute other subconsultants without the written consent of the Purchasing Services Manager.
- C. The successful Offeror shall be responsible for all services performed by a subconsultant as though they had been performed by the successful Offeror. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time the Purchasing Services Manager determines that any subconsultant is incompetent or undesirable, the manager shall notify the successful Offeror accordingly, and the successful Offeror shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this RFP shall create any contractual relationship between any subconsultant and the County.
- F. It shall be the successful Offeror's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

11. **INDEMNIFICATION**

The County has defined this section in the Final Contract under Section Thirteen.

12. **TERMINATION**

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

13. **STATE AND LOCAL TAXES**

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

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

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

14. **DRUG-FREE WORKPLACE ACT**

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

15. **INSURANCE REQUIREMENTS**

The successful Offeror 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 Offeror, his agents, representatives, employees or subconsultants. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Offeror for the duration of the contract period; for occurrence policies. Participating public agencies must follow their own laws and practices regarding insurance requirements; and may require additional coverage or limits.

A. General Liability

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

Minimum Limits

General Liability:

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

B. Automobile Liability

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

Minimum Limits

Automobile Liability:

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

C. Workers' Compensation

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

D. Owners' & Contractors' Protective Liability

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

E. Professional Liability

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

F. Coverage Provisions

- a. All deductibles or self-insured retention shall appear on the certificate(s).
- b. The County of Dorchester, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- c. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- d. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- e. All coverage for subconsultants of the Offeror shall be subject to all of the requirements stated herein.

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 Offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

- f. 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.
- g. 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.
- h. The Offeror 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.
- i. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Manager or Procurement Director.

16. UTILIZATION BY OTHER PUBLIC AGENCIES

The use of this solicitation and resulting contract shall be made available to other local governmental agencies and agencies established for the public benefit ("Public Agencies"). Dorchester County, as the Lead Agency, has come together with Equalis Group and Gordian to make the resultant contract (also known as the "Master Agreement") from this Request for Proposal available to other public agencies, or non-profit organization ("Public Agencies"), for the public benefit through the Equalis Group's cooperative purchasing program. Dorchester County will serve as the contracting agency for any other Public Agency that elects to access the resulting Master Agreement.

Access to the Master Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group's cooperative purchasing program. Equalis Group and Gordian provides marketing and administrative support for the awarded vendor ("Supplier") that promotes the successful vendors' products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to multiple competitive solicitations.

The parties agree to allow other governmental agencies to enter into separate agreements with the Contractor under the terms and prices in effect between the County and the Contractor. The parties also agree that any other agency utilizing the terms and prices of this agreement shall not be deemed to be an agent or employee of the County of Dorchester for any purpose whatsoever. The parties further agree that any Public Agency will enter its own separate contract with the Contractor.

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

(The rest of this page is intentionally left blank)

SECTION A

**SPECIAL INSTRUCTIONS/ TERMS
AND CONDITIONS**

REQUEST FOR PROPOSALS (RFP)
SPECIAL INSTRUCTIONS AND TERMS AND CONDITIONS

1. INTRODUCTION:

The Dorchester County Purchasing Services Division is requesting proposals from general construction firms interested in providing Job Order Contracting services for Dorchester County and cooperatively through The Equalis Group in other designated regions through out the State of South Carolina. The designated regions are identified in Section B: Article 5, Geographic Area of Work.

2. WRITTEN QUESTIONS DEADLINE:

The last day and time for submittal of written questions shall be no later than **Tuesday, November 8, 2022.**

3. SUBMITTAL DEADLINE:

Proposals will be received until **Wednesday November 16, 2022 at 2:00 P.M. Eastern** Late submissions will not be accepted.

4. INTENTIONALLY DELETED

5. DAMAGES:

The County has defined this section in the Final Contract under Section Eight.

6. INTENTIONALLY DELETED

7. PERMITS AND LICENSES

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

8. SECURITY REQUIRED

A. Payment and Performance Security

- (1) As required for an individual Job Order, the successful Bidder shall provide performance and payment bonds, in a form satisfactory to the County (**refer to Contracting Forms**), in the following amounts:

Payment Bond..... 100% of the total Job Order Price.
Performance Bond 100% of the total Job Order Price.

- (2) The aforesaid payment and performance bonds must be issued by a corporate surety, registered and authorized to do business in South Carolina, and must be counter-signed by a licensed, authorized South Carolina agent.
- (3) Attorneys-in-fact who sign bid bonds or performance bonds must file with each bond a certified and effective, dated copy of their power of attorney.

- 9.** The Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the reimbursable work task in the Construction Task Catalog[®]. The Contractor shall submit documentation, acceptable to the Owner, establishing the cost of the bonds. **Rights to Submitted Material**

All qualifications, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade

secrets under South Carolina law) shall become the property of the County when received and the entire submittal shall be subject to the public records laws of the State of South Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by South Carolina law.

The County reserves the right to retain all qualification packages submitted and to use any ideas in a submittal regardless of whether that qualification package is selected. Submission of qualifications indicates acceptance by the Proposer of the conditions contained in this Request for Proposals.

10. ADDITIONAL INFORMATION INQUIRIES

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

Email: purchasing@dorchestercountysc.gov

(The rest of this page is intentionally left blank)

SECTION B

SCOPE OF WORK/SPECIFICATIONS

1. JOC SPECIFIC DEFINITIONS

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog[®].
- 1.2. **Award Criteria Figure** - The sum of the extended total column on the Cost Proposal, which is used for the purposes of determining the lowest proposed price.
- 1.3. **Base Term** – The initial period of the Contract and does not include any Option Terms.
- 1.4. **Construction Task Catalog[®]** - A published list of Prepriced Tasks.
- 1.5. **County** – Dorchester County
- 1.6. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order. It will often be in the form of an attachment or appendix.
- 1.7. **Job Order** - A written order issued by the County requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.
- 1.8. **Job Order Completion Date** - The date by which the Contractor must complete the Detailed Scope of Work.
- 1.9. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.10. **Job Order Price** - The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.
- 1.11. **Job Order Proposal** - A set of documents including: (a) price proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.
- 1.12. **Joint Scope Meeting** - A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.
- 1.13. **Non-Prepriced Task** - A task that is not set forth in the Construction Task Catalog[®].
- 1.14. **Non-Secure Area** – Includes any area that is not designated as a Secure Area.
- 1.15. **Normal Working Hours** - Includes the hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for County holidays.
- 1.16. **Option Term** – An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.17. **Other Than Normal Working Hours** - Includes the hours of 5:01 p.m. to 7:59 a.m. Monday through Friday and all day Saturday, Sunday, and County Holidays.
- 1.18. **Participating Public Agency** – Any entity that has registered with Equalis Goup and has the option to piggyback off the awarded contract.

- 1.19. **Prepriced Task** - A task set forth in the Construction Task Catalog[®], which includes a description of the task, a unit of measure, and a unit price.
- 1.20. **Price Proposal** - A price proposal prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.
- 1.21. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.
- 1.22. **Request for Job Order Proposal** - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- 1.23. **Secure Area** – Any area designated by the County as being secure in which daily productivity is negatively affected by the secure nature of the area. Secure areas may include, but are not limited to portions of courthouses, correctional facilities, and any other areas requiring inventory checks to access the work site.
- 1.24. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
- 1.25. **Unit Price** - The unit price published in the Construction Task Catalog[®] for a Prepriced Task.

2. CONTRACT OVERVIEW:

A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual construction projects at different locations and facilities in designated regions. **The work for this Contract is for a designated region**, however, if the need exists, the Contractor may work on a facility or location outside its designated region if Dorchester County, the participating public agency, and the contractor are in agreement. Job Order Contracting is used for construction and construction related work including, but not limited to, repair and rehabilitation work, replacement in kind projects, and new construction.

The role of the Equalis Group will be to assist Dorchester County in helping other public agencies and non-profits reap the benefits of leveraged pricing, with no cost to the participating public agency/member. Equalis Group leverages large pools of purchasing potential through competitively solicited bids and awarded contracts for commonly purchased products and services.

The Contract Documents include a Construction Task Catalog[®] containing Prepriced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.

Proposers will propose three sets of Adjustment Factors to be applied to the Unit Prices. The first set of Adjustment Factors will be for Work performed in Non-Secure Areas, the second set of Adjustment Factors will be for Work performed in Secure Areas, while the third set of adjustment factors will be for Non-Pre-Priced line items. The first and second set set of Adjustment Factors includes one Adjustment Factor for performing work during Normal

Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same Adjustment Factors apply to every Prepriced Task in the Construction Task Catalog[®]. The Contractor will also propose a Non-Prepriced Adjustment Factor for Non-Prepriced Work. Proposers may respond to Group A Adjustment Factors which are for all public agencies located in Dorchester County or Group B Adjustment Factors which are for all public agencies located outside of Dorchester County as determined by the geographic regional map located in Article 5: Geographic Area of Work.

After Contract award, as work is identified, the Contractor will attend a Joint Scope Meeting with the County, participating public agency, or designated representative to review and discuss the proposed work. The County, participating public agency, or designated representative along with the contractor will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.

The value of the Price Proposal shall be determined by summing the total of the following calculation for each Prepriced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-Prepriced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.

If the Job Order Proposal is found to be complete and accurate, the County, or participating public agency, may issue a Job Order to the Contractor.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.

Extra work, credits, and deletions will be contained in a Supplemental Job Order.

3. CONTRACT TERM:

The Base Term of the Contract is for a period of one (1) year. The Contract has four (4) bilateral Option Terms. Both parties must agree to extend the Contract for the Option Terms. The duration of the Option Terms is one (1) year.

All Job Orders issued during any term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order. Job Order

Contracting is an indefinite quantity Contract in which the Contractor is not guaranteed any Work. As the need exists, the County, participating public agency, may issue Job Orders to performing Contractors.

4. CONTRACTOR'S OPTION TO WITHDRAW

The Contractor may withdraw from the Contract at the expiration of the Base Term. In the event the Contractor elects to withdraw from the Contract, it must provide to the County 90 days written notice of its intent to withdraw.

Exercising an option to withdraw shall not relieve either party from its obligations with respect to Job Orders issued prior to such withdrawal.

5. GEOGRAPHIC AREA OF WORK

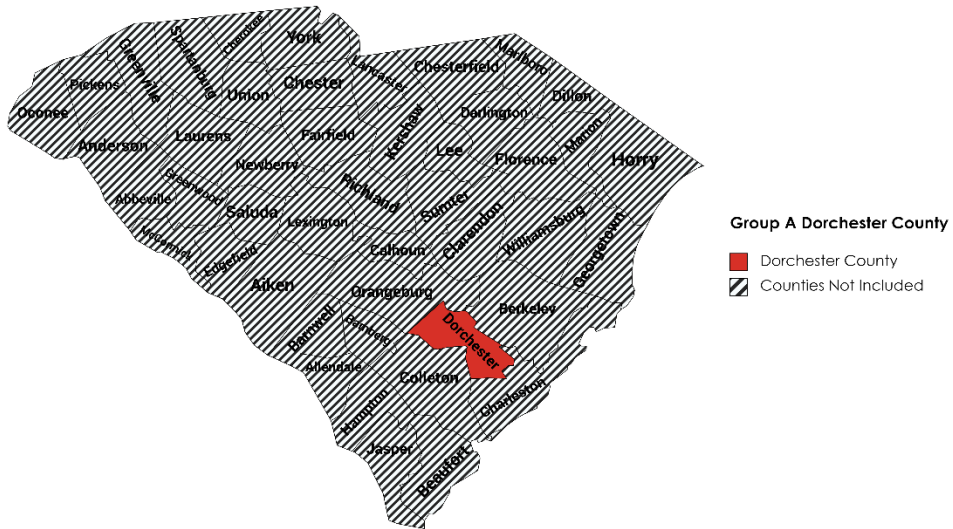
Contractor will primarily work in the Geographical Region designated. However, if both parties agree, the Contractor may work in another Geographical Region using the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded area the contractor will use the contract that results in the lowest price for the participating public agency.

Contractor shall extend all Contract terms and conditions to any new Member in the Geographical Region designated, as well as any other Geographical Region, throughout the Contract term.

A map of the regions is contained on the following page:

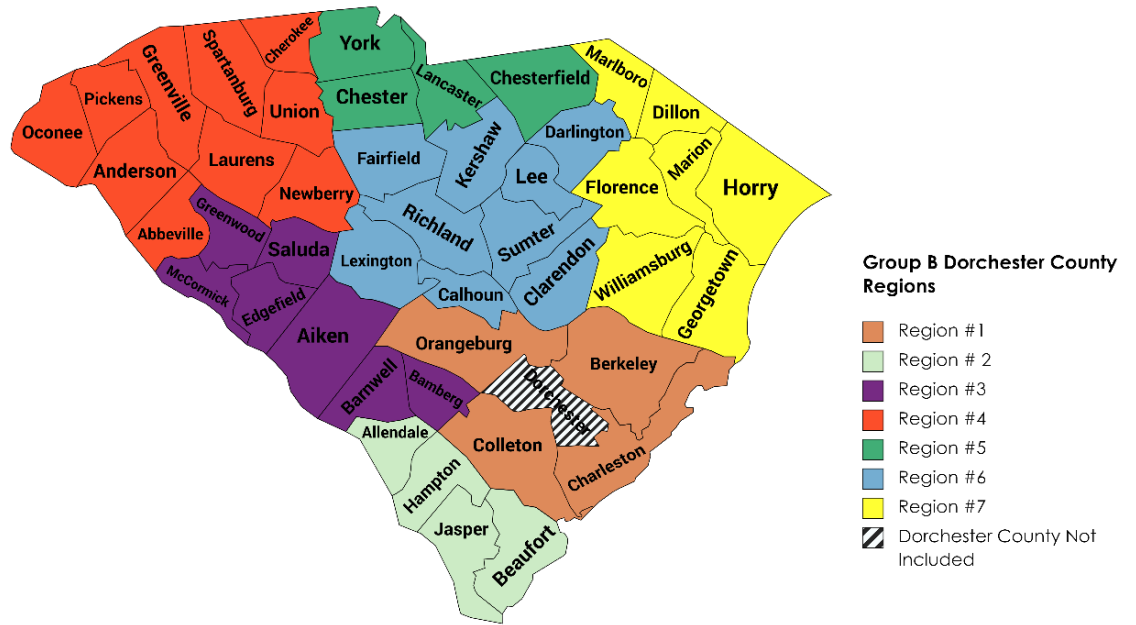
(The rest of this page is intentionally left blank)

GROUP A GEOPGRAPHICAL REGION DORCHESTER COUNTY



Created with mapchart.net

GROUP B GEOGRAPHIC REGIONS MAP



Created with mapchart.net

| Region | Counties |
|---------------|---|
| 1 | Charleston, Colleton, Dorchester , Berkeley, and Orangeburg |
| 2 | Beaufort, Jasper, Hampton, and Allendale |
| 3 | Bamberg, Barnwell, Aiken, Edgefield, Saluda, McCormick, and Greenwood |
| 4 | Newberry, Union, Cherokee, Spartanburg, Laurens, Greenville, Abbeville, Anderson, Pickens, and Oconee |
| 5 | York, Chester, Lancaster, and Chesterfield |
| 6 | Fairfield, Kershaw, Lee, Darlington, Richland, Sumter, Clarendon, Calhoun, and Lexington |
| 7 | Marlboro, Dillon, Marion, Horry, Florence, Williamsburg, and Georgetown |

6. GROUP A ADJUSTMENT FACTORS (DORCHESTER COUNTY)

There are five Adjustment Factors for this Group A Dorchester County Contract. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor. The Adjustment Factors are as follows:

- a. **Non-Secure Areas, Normal Working Hours Adjustment Factor:** Monday through Friday 8:00 am to 5:00 pm except County holidays.
- b. **Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor:** Monday through Friday 5:01 pm to 7:59 am and all-day Saturday, Sunday and County holidays.
- c. **Secure Areas, Normal Working Hours Adjustment Factor:** Monday through Friday 8:00 am to 5:00 pm except County holidays.
- d. **Secure Areas, Other Than Normal Working Hours Adjustment Factor:** Monday through Friday 5:01 pm to 7:59 am and all-day Saturday, Sunday and County holidays.
- e. **Non Pre-Priced Adjustmnet Factor:** The Non Pre-Priced Adjustment Factor is for work tasks not identified in the Construction Task Catalog. This Job Order Contract includes a provision for establishing prices for work requirements which are within the general scope of Job Order Contracting but were not included in the CTC at the time of award. These tasks are referred to as Non Pre-Priced Tasks (NPP). NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. Proposers will offer an Adjustment Factor to be applied to the actual material equipment and labor cost for the NPP work tasks.

The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be equal to or greater than the Adjustment Factor for Non-Secure Areas, Normal Working Hours.

The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be equal to or greater than the Adjustment Factor for Secure Areas, Normal Working Hours.

For bid evaluation purposes only, the following weight multipliers shall be used to determine the Award Criteria Figure:

| Adjustment Factor | % Weight Multipliers (For Bid Evaluation Only) |
|---|---|
| Non-Secure Areas, Normal Working Hours | 40% |
| Non-Secure Areas, Other than Normal Working Hours | 30% |
| Secure Areas, Normal Working Hours | 15% |
| Secure Areas, Other than Normal Working Hours | 10% |
| Non Pre-Priced Adjustment Factor | 5% |

All Unit Prices listed in the Construction Task Catalog[®] are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog[®]. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

7. GROUP B ADJUSTMENT FACTORS (GEOGRAPHICAL REGIONS)

There are four Adjustment Factors for this Contract. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor. The Adjustment Factors are as follows:

- f. **Non-Secure Areas, Normal Working Hours Adjustment Factor:** Monday through Friday 8:00 am to 5:00 pm except County holidays.
- g. **Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor:** Monday through Friday 5:01 pm to 7:59 am and all-day Saturday, Sunday and County holidays.
- h. **Secure Areas, Normal Working Hours Adjustment Factor:** Monday through Friday 8:00 am to 5:00 pm except County holidays.
- i. **Secure Areas, Other Than Normal Working Hours Adjustment Factor:** Monday through Friday 5:01 pm to 7:59 am and all-day Saturday, Sunday and County holidays.
- j. **Non Pre-Priced Adjustmnet Factor:** The Non Pre-Priced Adjustment Factor is for work tasks not identified in the Contruction Task Catalog. This Job Order Contract includes a provision for establishing prices for work requirements which are within the general scope of Job Order Contracting but were not included in the CTC at the time of award. These tasks are referred to as Non Pre-Priced Tasks (NPP). NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. Proposers will offer an Adjustment Factor to be applied to the actual material equipment and labor cost for the NPP work tasks.

The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be equal to or greater than the Adjustment Factor for Non-Secure Areas, Normal Working Hours.

The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be equal to or greater than the Adjustment Factor for Secure Areas, Normal Working Hours.

For bid evaluation purposes only, the following weight multipliers shall be used to determine the Award Criteria Figure:

| Adjustment Factor | % Weight Multipliers (For Bid Evaluation Only) |
|---|---|
| Non-Secure Areas, Normal Working Hours | 40% |
| Non-Secure Areas, Other than Normal Working Hours | 30% |
| Secure Areas, Normal Working Hours | 15% |
| Secure Areas, Other than Normal Working Hours | 10% |
| Non Pre-Priced Adjustment Factor | 5% |

All Unit Prices listed in the Construction Task Catalog[®] are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog[®]. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

8. ADMINISTRATIVE FEES

Group A Dorchester County Administrative Fee: Proposers must include an Administrative Fee in calculating the Group A Dorchester County Adjustment Factors. The administrative fee will be calculated at the rate **6.00% of the total Purchase Order Price.**

Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of **8.00% of the total Purchase Order Price.**

The Administrative Fee will be remitted by the Contractor to the designated contract administrator, within thirty (30) days of the submission of an invoice to a Member by Contractor. The Contractor will be assessed a one percent (1%) per month late fee for any Administrative Fees not paid by the due date set forth herein.

Dorchester County designates Gordian as its contract administrator. The Administrative Fee payments must be made payable to The Gordian Group and sent to the following address:

**The Gordian Group, Inc.
PO Box 74008498
Chicago, IL 60674-8498**

The County, Equalis Group, or Gordian may request records from the Contractor for all purchases through this Contract and payment of all Administrative Fees. If a discrepancy exists between the purchasing activity and the Administrative Fees paid, the County, Equalis Group, or Gordian will

provide written notification to the Contractor of the discrepancy and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the County, Equalis Group, or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor will, in addition to any Administrative Fees due, reimburse the appropriate party for the cost and expense related to such audit.

The County, Equalis Group and Contractor hereby acknowledge Gordian, as the designated contract administrator. In the event any court action is brought to enforce payment of the Administrative Fees set forth above by any party or third-party beneficiary of this Contract, the prevailing party will be entitled to an award of reasonable attorneys' fees and collection costs.

9. LICENSE REQUIREMENTS:

The Contractor and its subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations or rules. The Contractor shall upon request at any time during the term of this Contract submit to the County evidence that it and its subcontractors hold the required licenses.

10. JOC SOFTWARE AND SYSTEM LICENSE

Job Order Contracting Software: Dorchester County selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC software applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

JOC System License: Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the Owner, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the Owner under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog®, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the Owner expires or terminates, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this

Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, this JOC System License shall take precedence.

11. CONSTRUCTION TASK CATALOG® AND TECHNICAL SPECIFICATIONS

The Construction Task Catalog® and Technical Specifications are included as a Contract Document by reference and are available for download as separate PDF documents.

(The rest of this page is intentionally left blank)

SECTION C

**QUALIFICATIONS STATEMENT
FORMAT/SELECTION CRITERIA**

Proposal Submission

A. General

Each Vendor being considered for this project must submit a complete Proposal. The proposal shall include sufficient information to enable the County to evaluate the capability of the vendor to provide the desired services based upon the evaluation criteria. If proposing for more than one Group and Region the proposer must prepare and submit a separate proposal for each Group and Region being proposed.

All submitted proposals will become the property of Dorchester County and are subject to public record law. If your proposal contains proprietary information, the Proposer shall include a cover letter indicating the proposal contains such information. In addition, a redacted copy of the proposal should be sent and plainly marked "REDACTED" on the first page. If a redacted copy of the proposal is not included, the County will assume the proposal does not include any confidential or proprietary information that is exempt from the Freedom of Information Act.

B. Proposal Format

Each firm must submit its proposal based on the guidelines below and in the same order as listed. The proposal format requirements were developed to aid Offerors in their proposal development; they also provide a structured format, so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

1. Transmittal Letter:

A transmittal letter must be submitted with an Offeror's proposal which shall include:

- A. The RFP subject, Solicitation Number, Group(s) and Region Number(s).
- B. Name of the firm responding, including mailing address, e-mail address, telephone number, and contact person.
- C. A statement of the firm's interest in the procurement, why it feels the company is best qualified to be selected, and the firm's ability to provide the services described in the Contract Documents.
- D. The name of the person or persons authorized to make representations on behalf of the Offeror, binding the firm to a contract.

2. Firm History and Experience:

Proposer is requested to define the overall structure of the firm to include the following:

- A. Brief history of firm.
- B. Organization of personnel
- C. Unique qualifications and methodologies.
- D. References: Provide two to three (2-3) previous and current references of local government projects similar in scope of services requested in the RFP.
- E. Safety: Attach a letter from the firm's insurance company, on the insurance carrier's letterhead, stating the firm's Experience Modification Rate (EMR) for the past three calendar years: 2021, 2020, and 2019. If, during any year, the EMR is greater than 1.0, attach an explanation as to why the EMR is greater than 1.0 and steps taken to reduce the EMR.
- F. The County is seeking to obtain the services of experienced construction contractors. For each project submitted, attach an additional sheet to describe this project, clearly

indicating the scope of work for which the Proposer was responsible.

- i. Submit a maximum of (10) general construction projects. Prime Contracting experience is preferred. **Submit projects that have achieved final acceptance after January 1, 2020**
- ii. Complete a separate **ATTACHMENT A** for each project submitted **and** attach an additional sheet describing the project's scope of work.
- iii. JOC may involve projects of varying size, scope, and complexity. To demonstrate the Proposer's ability to perform a wide variety of projects, submit a variety of projects of varying size, scope, and complexity.

3. Qualification of Key Personnel:

Proposer is requested to provide a description of the proposed project team, staff qualifications, experience and credentials:

- A. **Key Personnel:** Provide resumes documenting qualifications of key personnel who will provide the requested services. At a minimum:
 - i. **Project Manager(s):** Complete **ATTACHMENT B** and attach a resume for the proposed Project Manager proposed.
 - ii. **General Field Superintendent(s):** Complete **ATTACHMENT C** and attach a resume for the proposed General Field Superintendent proposed.

The key personnel submitted with the Proposal shall be assigned for the full duration of the Contract. The Contractor must obtain County's prior approval before substituting any of the key personnel proposed with this Contract.

4. Overview of Services and Management Plan:

Proposer is requested to provide an overview of the services that your firm would provide including:

- A. Outline of proposed management plan specifically addressing:
 - a. Attendance at the Joint Scope Meetings and ability to help the Owner develop and refine the Detailed Scope of Work;
 - b. Process for preparing accurate Price Proposals on or before the due date;
 - c. Ability to mobilize quickly to start construction, supervise subcontractors, ensuring construction is according to the specifications, and timely project close-out and submission of final records and documentations.
- B. A statement detailing the firm's ability to provide sufficient staffing capacity to procure individual projects through the issuance of the Job Order and to manage construction through project close-out
- C. A statement detailing the firm's process for quick resolution of any procurement or construction related issues negatively impacting the performance of the Work.

5. Cost Proposal:

Complete the Cost Proposal Form(s) for each opportunity you wish to propose (**Attachement D through Attachement T**) and calculate the Award Criteria Figure. Refer to Section B, Article 6 for a detailed explanation of the Adjustment Factors.

6. Additional Required Forms:

Complete and submit the following forms with the proposal:

- P104 – Vendor Information Form
- P106 - Compliance with Illegal Immigration Act P107 -
- Non-Collusion Oath

P108 - Equal Employment Opportunity Certification
Diversity Vendor Certification Participation
Agreement to Work in all Regions
Federal Funds Certification Form
Final Contract Signature Form

(The rest of this page is intentionally left blank)

SECTION D

EVALUATION PROCESS

Proposal Evaluation Process

An evaluation committee composed of representatives of Dorchester County staff will evaluate proposals on a variety of qualitative and quantitative criteria. The County will select that responsible offeror who can accomplish the requirements set forth in the RFP in a manner most advantageous to the County considering all factors herein. The County will select the offer that represents the best value to the County based on a comparative analysis and an integrated assessment of proposals against all source selection criteria in the solicitation.

Dorchester County reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the County may deem necessary to make a decision.

If necessary, one or more of the Proposers MAY be invited to make oral presentations to a selection committee to answer questions.

The County reserves the right to award the solicitation to the Proposer who best fits the needs of the County at the best value.

The committee, in conjunction with the Purchasing Services Manager, reserves the right to:

- Select a proposal other than that with the greatest financial benefit to the County.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate with the top-scoring firm. If an agreement cannot be negotiated, the Committee may approach the next highest-scored firm. The County may, at its discretion, terminate negotiations with any or all vendors.

References

The evaluation committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process.

Proposal Selection Criteria

The evaluation committee shall assign up to the maximum number of points for each evaluation item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the committee.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined to be essential for use by the committee in the offer evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the committee's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the committee.

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Committee to evaluate proposals:

1) Firm History, Safety, and Experience

2) Qualification of Key Personnel

3) Overview of Services and Management Plan

4) Price (Adjustment Factors)

| Criteria | (a) Weight | (b) Score | (a) x (b) Weighted Score |
|---|-----------------------|----------------------|---|
| Firm History, Safety, and Experience | 40% | | |
| Qualifications of Key Personnel | 20% | | |
| Overview of Services and Management Plan | 10% | | |
| Price (Adjustment Factors) | 30% | | |
| Final Score (total number of points) | | | |

Score Points: Refer to the sample scoresheet for the evaluation scoring matrix.

Vendors are encouraged to review the Evaluation Criteria to see how proposals will be scored and verify that the response has sufficient documentation to support each criterion identified.

This is not a bid. There will not be a public bid opening. Responses will be evaluated based on the stated evaluation criteria.

(The rest of this page is intentionally left blank)

SECTION E

FINAL CONTRACT

ARTICLE 2 DEFINITIONS

- 2.1 Application for Payment: the Contractor's certified request for payment for completed portions of the Work and for materials or equipment suitably stored pending their incorporation into the Work; interchangeable with Payment Request
- 2.2 Architect/Engineer: the Architect/Engineer for the Work is identified in the Job Order; unless otherwise directed by the County in writing, the Architect/Engineer will perform those duties and discharge those responsibilities, if any, allocated to the Architect/Engineer in this Contract.
- 2.3 Change Order: a bilateral amendment to the Contract signed by the County, the Architect and the Contractor authorizing a change in the Contract Documents.
- 2.4 Construction Change Directives: a written order prepared by the County directing a change in the Work stating a proposed basis for adjustment, if any, in the Job Order Price or Job Order Completion Time
- 2.5 Job Order Price: The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.
- 2.6 Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.
- 2.7 Direction for Minor Modification: supplemental instruction given in advance by the County to the Contractor, which may or may not include a change in the Job Order Price
- 2.8 Final Completion: denotes that the Work has been completed in accordance with the terms and conditions of the Contract Documents
- 2.9 Final Payment: the last payment made by the County to the Contractor of the entire unpaid balance of the Job Order Price as adjusted by Change Orders and/or modifications
- 2.10 Payment Request: used interchangeably with Application for Payment
- 2.11 Project: the total construction and/or furniture, furnishings and equipment of which the Work performed under the Contract Documents may be the whole or a part; used interchangeably with Work in this Contract. A Project consists of one Job Order, or a series of related Job Orders.
- 2.12 Project Site: geographic location of the Project, usually defined by legal boundary lines; used interchangeably with the Work Site
- 2.13 Schedule of Values: a statement furnished by the Contractor reflecting the portions of the Job Order Price allocated to the various portions of the Work and used as the basis for reviewing the Contractor's Application for Payment
- 2.14 Substantial Completion: that point at which, as certified in writing by the Architect / Engineer and approved by the County, the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents such that the County or its designee can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose
- 2.15 Work: the construction and services required by the Contract Documents, whether completed or partially completed, and including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations; may constitute a whole or a part of the Project; used interchangeably with Project in this Contract
- 2.16 Work Site: the geographic location of the Work; used interchangeably with the Project Site

ARTICLE 3 REPRESENTATIONS OF THE CONTRACTOR

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

- 3.1 The Contractor is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the Project; and

- 3.2 The Contractor has become familiar with the Project Site and the local conditions under which the Project is to be constructed and operated; and
- 3.3 The Contractor has received, reviewed and examined all of the Contract Documents, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.

ARTICLE 4 INTENT AND INTERPRETATION

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

- 4.1 This Contract (along with its exhibits), together with the Contractor's and surety's performance and payment bonds for the Project constitute the entire and exclusive Contract between the Parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or contracts; and
- 4.2 Anything that may be required, implied or reasonably inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Job Order Price; and
- 4.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the County and any person except the Contractor; and
- 4.4 When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage; and
- 4.5 Wherever this Contract calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, and claim and Change Order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question; and
- 4.6 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation"; and
- 4.7 The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non listed item will not constitute a material breach of this Contract; and
- 4.8 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the County of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents, before proceeding with the affected Work. The express or implied approval by the ADC of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The County has prepared a Detailed Scope of Work for the Project, including any plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor shall not be liable to the County for damage resulting from errors, inconsistencies or omissions in the Detailed Scope of Work unless the Contractor recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the County. If the Contractor performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the County, the Contractor shall assume responsibility for such performance and shall bear the costs for correction.

**ARTICLE 5
INDEPENDENT CONTRACTOR**

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

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

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

**ARTICLE 7
CONTRACTOR'S PERFORMANCE**

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

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

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

- 8.1 The Contractor shall commence the performance of this Contract on the date set forth in the Notice to Proceed, issued by the Purchasing Services Manager, and shall diligently continue its performance to and until Final Completion of the project. The Contractor shall complete the Detailed Scope of Work no more than the number of Calendar Days specified in the Job Order or a Notice to Proceed (sometimes hereinafter

referred to as the “Job Order Completion Time”). By submitting a Job Order Proposal, the Contractor agrees that the Job Order Completion Time is a reasonable time for accomplishing Detailed Scope of Work. There will be no monetary early completion incentive. The Contractor shall submit its initial progress schedule in accord with Article 12.

8.2 The Parties agree it is impossible to determine the actual and consequential damages resulting from Contractor’s delay in completion of the Work, so a liquidated damages provision is appropriate. The Parties intend for a sum specified in the table below per day for each and every calendar day the completion of the Work is delayed beyond the Job Order Completion Time to be the predetermined measure of compensation for actual damages for a delay in completion of the Work. The Contractor agrees that if the Work, or any part thereof, is not completed within the time agreed upon in this Contract or any extension thereof, the Contractor or its sureties shall be liable to the County in the amount specified in the table below for each and every calendar day the completion of the Work is delayed beyond the Job Order Completion Time, as fixed and agreed liquidated damages and not as a penalty; and the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Contractor, the amount of such liquidated damages; and if the amount so retained by the County is not sufficient to pay in full such liquidated damages, the Contractor shall pay to the County or its sureties the amount necessary to effect payment in full of such liquidated damages.

| Value of Job Order | Liquidated Damages |
|---------------------------|---------------------------|
| \$0 to \$10,000 | \$100/Day |
| \$10,001 to \$50,000 | \$250/Day |
| Over \$50,000 | \$500/Day |

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

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

Additional provisions concerning the Contractor’s liability in certain specific events or circumstances are set forth throughout the Detailed Scope of Work. By submitting a Job Order Proposal, the Contractor expressly agrees to the terms thereof.

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

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

8.4 Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

8.5 All limitations of time set forth herein are material and are of the essence of this Contract.

8.6 The Contractor agrees to punctually and diligently perform all parts of the Work at the time scheduled as determined in Article 12 below. In this connection, the Contractor agrees that it will keep itself continually informed of the progress of the job and will, upon its own initiative, confer with the County so as to plan its

work in coordinated sequence with the work of the County and of others and so as to be able to expeditiously undertake and perform its work at the time most beneficial to the entire Project. The Contractor will be liable for any loss, costs, or damages sustained by the County for delays in performing the Work hereunder, other than for excusable delays, as set forth in Article 8, Item G below, for which the Contractor may be granted a reasonable extension of time.

8.7 If the Contractor is delayed at any time in the progress of the Work by any separate contractor employed by the County, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the County, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor and/or subcontractor or supplier at any tier, then the Job Order Completion Time shall be extended by Supplemental Job Order for such reasonable time, if any, as the County may determine that such event has delayed the progress of the Work, or overall completion of the Work if the Contractor complies with the notice and documentation requirements set forth below.

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

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

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

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

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

Weather delays are generally referred to as "rain days." Time for hot, cold, and/or windy conditions will be allowed for in the allocated date of completion. An average number of rain days has also been included in the completion date determination. This was determined by the following method: all Calendar Days in each month in which rainfall in any part of the day exceeded 0.10 inch has been calculated and averaged. These averages are as follows:

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

Rain delays, therefore, will only be considered when the number of Calendar Days in any month in which rainfall, as recorded by the Charleston National Weather Service at the Charleston International Airport location, as 0.10 inch or greater, exceeds the number of Calendar Days shown. In considering a claim for rain days, the actual conditions at the Work Site shall control. Notwithstanding the requirements pertaining to the filing of claims herein, the Contractor shall make a claim for a time extension due to rain delays no later than the tenth (10th) calendar day of the month following the release of the National Oceanic and Atmospheric Administration (NOAA) monthly report.

**ARTICLE 9
FIXED PRICE AND CONTRACT PAYMENTS**

- 9.1 The County shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the Job Order Price for the completion of the Detailed Scope of Work. The price set forth in this Article 9, Item A shall constitute the Job Order Price, which shall not be modified except by Supplemental Job Order or adjustment pursuant to approved unit prices, if any, as provided in this Contract.
- 9.2 The County will make one payment for all Job Orders that have a Job Order Completion Time of (45) days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the County may make partial, monthly payments based on the percentage of the work completed. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the County concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 9.3 For Job Orders greater than (45) days and \$25,000, prior to review of the first Payment Request, the Contractor must submit to the County and receive the County's approval for the Schedule of Values apportioning the entire Job Order Price among the different elements of the Project for purposes of periodic and Final Payment. As required for a Job Order, the Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the County requests (see also the specifications for additional information). The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after it has been approved in writing by the County.
- 9.4 The County shall pay the Job Order Price to the Contractor in accordance with the procedures set forth in this Article 9. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the last calendar day of the previous month. The Payment Request shall be in such format and include whatever supporting information as may be required by the County. Therein, the Contractor may request payment for ninety percent (90%) of that part of the Job Order Price allocable to the Project requirements properly provided, labor, materials and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project Site (or elsewhere if offsite storage is approved in writing by the County), less the total amount of previous payments received from the County. Payment for materials stored offsite shall be at the discretion of the County and if approved, the Contractor shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the County, and that

materials have been purchased and paid for by the Contractor (copies of paid invoices must be submitted to the County with Payment Request). Risk of loss shall be borne by, and insurance must be provided by the Contractor while in storage and in transit. At seventy-five percent (75%) completion of the Job Order Price, by dollar value, and at the option of the County, retainage will be reduced to five percent (5%) plus an additional amount as detailed in Article 17 below for defective or non-conforming work and anticipated liquidated damages.

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

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

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

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

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

9.6 Neither payment to the Contractor, utilization of the Project for any purpose by the County, nor any other act or omission by the County shall be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.

9.7 After written notice to the Contractor and a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

- a) The quality of a portion, or all, of the Contractor's Work not being in accordance with the requirements of this Contract; and
- b) The quantity of the Contractor's Work not being as represented in the Contractor's Payment Request, or otherwise; and
- c) The Contractor's rate of progress being such that, in the opinion of the County, Substantial Completion may be inexcusably delayed; and
- d) The Contractor's failure to use Contract funds, previously paid the Contractor by the County, to pay the Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers; and
- e) Claims made, or likely to be made, against the County or its property for which the Contractor or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be, at fault; and
- f) Loss caused by the Contractor; and
- g) The Contractor's failure or refusal to perform any of its obligations to the County, after written notice and a reasonable opportunity to cure as set forth above.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County as contemplated in this Subarticle 9.6, the Contractor shall promptly comply with such demand. The County's rights hereunder survive the term of this Contract, are not waived by Final Payment and/or acceptance and are in addition to the Contractor's obligations in Article 17 and elsewhere herein.

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

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

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

- 9.9 When the Project is finally complete and the Contractor is ready for a final review, it shall notify the County thereof in writing. Thereupon, the County will perform a final site review of the Project. If the County concurs that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the County hereunder, the Contractor will furnish a final Application for Payment to the County certifying to the County that the Project is complete and the Contractor is entitled to the remainder of the unpaid Job Order Price, less any amount withheld pursuant to this Contract. If the County is unable to issue its final Application for Payment and is required to repeat its final review of the Project, the Contractor shall bear the cost of such repeat review(s), which cost(s) may be deducted by the County from the Contractor's Final Payment.
- 9.10 Prior to being entitled to receive Final Payment, and as a condition precedent thereto, the Contractor shall furnish the County, in the form and manner required by the County, if any, with:
- a) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied, or a warranty that they will be paid out of the Final Payment; and
 - b) If applicable, consent(s) of surety to Final Payment; and
 - c) All other items listed in the quantities stated, in the project manual as requirements for Final Completion and Final Payment.
- 9.11 The County shall, subject to its rights set forth in Subarticle 9.6 above, endeavor to make Final Payment of all sums due the Contractor within thirty (30) Calendar Days of the final Application for Payment, with the exception of items in dispute or concerning which the County has exercised any of its rights to investigate or remove.

ARTICLE 10 INFORMATION AND MATERIAL SUPPLIED BY THE COUNTY

- 10.1 The County shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the County and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.
- 10.2 .1 **DIFFERING SITE CONDITIONS:** The Contractor shall promptly, and before such conditions are disturbed, notify the County in writing of: (i) subsurface or latent physical conditions at the site differing materially from those indicated in the Detailed Scope of Work, or (ii) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Detailed Scope of Work. The County shall investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, whether or not changed as a result of such conditions, an adjustment shall be made, through negotiation and mutual agreement, and modified in writing accordingly.
- 10.2.2 No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in Subarticle 10.A.2.a. above; provided, however, the time prescribed therefor may be extended by the County.
- 10.3 No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.
- 10.4 The Contractor is responsible for obtaining all permits or fees required of the Contractor by this Contract, or permits and fees customarily the responsibility of the Contractor, including, but not limited to, applicable licenses from the County's Building Services Department. Contractor's License Number, Person's Name, and Business Name must all be shown on all required licenses. The Contractor shall

coordinate with Dorchester County and all other authorities having jurisdiction.

- 10.5 The County will provide the Contractor five (5) copies of the complete Detailed Scope of Work. The Contractor may arrange to purchase additional copies of the Detailed Scope of Work which it may require.
- 10.6 The Architect/Engineer, along with the County's Project Manager, shall be the sole authorized representative of the County. Other than in matters of public safety or in time of natural disaster or crisis, the Contractor shall not take direction or act upon information from any County personnel other than the County's authorized representative(s). This provision shall in no way limit the authority of the Purchasing Services Manager as described herein or of the County Attorney or Building Services Departments.
- 10.7 Geotechnical and Special Inspection testing and SWPPP inspections / monitoring shall be by the Owner's third-party agent and are not part of the Contract Sum. Inspections and tests not explicitly assigned to Owner are Contractor's responsibility. Costs for retesting and reinspection construction that replaces or is necessitate by work that failed to comply with the Contract Documents will be charged to Contractor, and the Job Order Price will be adjusted by Supplemental Job Order.

ARTICLE 11 CEASE AND DESIST ORDER/COUNTY'S RIGHT TO PERFORM WORK

In the event the Contractor fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the County may instruct the Contractor, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the Contractor shall immediately cease and desist, or proceed, as instructed by the County. In the event the County issues such instructions to cease and desist, the Contractor must, within seven (7) Calendar Days of receipt of the County's instructions, provide a written, verified plan to eliminate or correct the cause of the County's order, which plan appears to the County to be reasonable, actually attainable, and in good faith. In the event that the Contractor fails and/or refuses to provide such a plan or diligently execute an approved plan, then the County shall have the right, but not the obligation, to carry out the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of the County performing such work, which costs may be withheld from amounts due to the Contractor from the County. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the County may have against the Contractor.

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

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

ARTICLE 12 DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR

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

- 12.1 Reference is hereby made to the continuing duties set forth in Subarticle 4.H which are by reference hereby incorporated in this Subarticle 12.A. The Contractor shall not perform Work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the Contractor performs Work knowing or believing, or if through exercise of reasonable diligence it should have known that such Work involves an error, inconsistency or omission in the Contract without first providing written notice to the County, the Contractor shall be responsible for such Work and shall correct same bearing the costs set forth in Subarticle 4.H above.
- 12.2 All Work shall strictly conform to the requirements of this Contract. To that end, the Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Detailed Scope of Work.
- 12.3 The Work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts, errors or omissions of those engaged in the Work on behalf of the Contractor, including, but not limited to, all subcontractors and their employees. The Contractor shall maintain an on-site superintendent while any portion of the Work is being performed.
- 12.4 The Contractor hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed Work will be complete, of high quality, without defects, and that all Work strictly complies with the requirements of this Contract. Any Work not strictly complying with the requirements of this Subarticle shall constitute a breach of this Contractor's warranty.
- 12.5 The Contractor is responsible for obtaining all licenses and permits and shall bear the cost of all fees, and calling for all inspections, that are customarily the responsibility of the Contractor. The Contractor will cooperate with and abide by the decision of inspectors having jurisdiction. The Contractor shall comply with all legal requirements applicable to the Work.
- 12.6 The Contractor must submit to the County the Contractor's schedule for completing the Work as described in the Detailed Scope of Work. The County will not review any Payment Request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the specifications, which shall provide for expeditious and practicable construction of the Project. The Contractor's schedule shall be updated no less frequently than monthly (unless the Parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the County. Strict compliance with the requirements of this Article 12 shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with the requirements shall constitute a material breach of this Contract.
- 12.7 The Contractor shall keep an updated copy of the Detailed Scope of Work at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the County during all regular business hours.
- 12.8 Shop drawings and other such submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the County or as required by the Detailed Scope of Work. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the County shall not be evidence that work installed pursuant thereto conforms with the requirements of this Contract and shall not relieve the Contractor of responsibility for deviations from the Detailed Scope of Work unless the County has been specifically informed of the deviation in writing submitted by the Contractor and has approved the deviation in writing.

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

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

- 12.9 The Contractor shall maintain the Project Site and adjacent areas affected by its work and/or the acts of its employees, materialmen and subcontractors in a reasonably clean condition during performance of the Work. Upon Substantial Completion, the Contractor shall thoroughly clean the Project Site of all debris, trash and excess materials or equipment. If the Contractor fails to do so, the County may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the Contractor for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.
- 12.10 At all times relevant to this Contract, the Contractor shall permit the County and its consultants to enter upon the Project Site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.
- 12.11 The County may undertake or award other contracts for portions of the Work or additional work, and the Contractor shall fully cooperate with and ensure that its forces reasonably accommodate such other contractors and County employees, coordinate its schedule with the work of other contractors, and carefully fit its own work with such work as may be directed by the County. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by County employees. If the Contractor claims that delay or damage results from these actions of the County, it shall promptly submit a claim as provided herein.
- 12.12 PROTECTION OF PERSONS AND PROPERTY - It shall be the responsibility of the Contractor to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Contract. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the County and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the Contractor's obligations hereunder, the Contractor shall erect and maintain safeguards, barriers, signs, warnings, etc.

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

The Contractor shall promptly notify the County upon discovery of any unidentified material which the Contractor reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop Work in the affected area of the Project. The Contractor shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the County and the Contractor. In the case of Work stopped hereunder, Article 8 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the County.

**ARTICLE 13
INDEMNIFICATION**

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

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

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

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

**ARTICLE 14
CLAIMS BY THE CONTRACTOR**

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

- 14.1 All Contractor claims against the County shall be initiated by a written claim submitted to the County. Notice of such claim shall be received by the County no later than either ten (10) Calendar Days after the event, or ten (10) Calendar Days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the County within thirty (30) Calendar Days after notice has been received; and

- 14.2 The Contractor and the County shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor including claims set forth in Article 8 hereof; and
- 14.3 In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, a Supplemental Job Order may, with the approval of the County, be issued. As a condition precedent to the County having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the County written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give the written notice and make the claim as provided by this Subarticle 14.3 and Subarticle 10.1.2 shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition; and
- 14.4 In the event the Contractor seeks to make a claim for an increase in the Job Order Price, as a condition precedent to any liability of the County therefor, unless emergency conditions exist, the Contractor shall strictly comply with the requirements of Subarticle 14.1 above and such claim shall be made by the Contractor before proceeding to execute any Work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the Contractor of any claim for additional compensation; and
- 14.5 In connection with any claim by the Contractor against the County for compensation in excess of the Job Order Price, any liability of the County for the Contractor's cost shall be limited to those cost categories set forth in Subarticle 16.5 below.

ARTICLE 15 SUBCONTRACTORS

- 15.1 With the Job Order Proposal, the Contractor shall have identify to the County in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the County. The County shall, in writing, state any objections the County may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor to whom the County objects. The Contractor shall replace any subcontractor the County objects at no additional cost.
- 15.2 Each and every subcontract related to the Project is hereby assigned by the Contractor to the County, contingent upon the termination of the Project or this Contract for default or convenience as provided herein, and only as to those subcontracts which the County accepts in writing directed to the Contractor. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Contract. This contingent assignment will operate prospectively from the effective date of assignment and will not obligate the County to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the County, at the County's sole option. The Contractor shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 16 CHANGES IN THE WORK

The County may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The Contractor shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

16.1 The County, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed and priced in accordance with the Procedure for Ordering Work contained in these JOC Supplemental Conditions.

16.2 Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non-Prepriced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

16.3 The execution of a Supplemental Job Order by the Contractor shall constitute conclusive evidence of the Contractor's responsibility to complete the ordered changes in the Work. The Contractor, by submitting the Job Order Proposal for the Supplemental Job Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to, arising out of or resulting from the Work included within or affected by the executed Supplemental Job Order of which the Contractor knew or should have known.

16.4 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Supplemental Job Orders if such notice, consent or approval are required by the County, the Contractor's surety or by law. The Contractor's submission of a Job Order Proposal shall constitute the Contractor's warranty to the County that the surety has been notified of, and consents to, such Supplemental Job Order and the surety shall be conclusively deemed to have been notified of such Supplemental Job Order and to have expressly consented thereto.

16.5 Nothing contained in this Article shall be deemed to contradict or limit the terms of Subarticle 8.6 herein.

ARTICLE 17 DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

17.1 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of an instruction from the County, such work shall be uncovered and displayed for review by the County and/or its consultants upon request, and shall be reworked at no cost in time or money to the County.

17.2 If any of the work is covered, concealed or obscured in a manner not covered by Subarticle 17.1 above, it shall, if directed by the County, be uncovered and displayed for the County and/or its consultants. If the uncovered work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the County. Otherwise, such costs shall be borne by the Contractor.

17.3 The Contractor shall, at no cost in time or money to the County, correct work rejected by the County as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the County for all testing, review, inspections and other expenses incurred as a result thereof.

17.4 In addition to its warranty obligations set forth elsewhere herein and any manufacturer's warranties provided on the Project, and in addition to other remedies provided herein or by law to the County, the Contractor shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the County.

17.5 The County may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Job Order Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Job Order Price, if any, is insufficient to compensate the County for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting

defective or nonconforming work. The Contractor shall have an opportunity to correct any defect or non-conformance prior to the County taking the above actions. The Contractor, upon written notice of any defect or non-conformance, shall have ten (10) Calendar Days to make corrections, unless the County agrees that the correction will require more than ten (10) Calendar Days to correct.

ARTICLE 18 COUNTY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

18.1 In addition to the County's rights under Article 11 and elsewhere herein, the County shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof when in the interests of the County. If any such suspension is directed by the County, the Contractor shall immediately comply with same.

18.2 In the event the County directs a suspension of performance under this Article, through no fault of the Contractor, if the suspension is lifted other than by termination, the County shall pay the Contractor as full compensation for such suspension, the Contractor's ordinary and reasonable costs, actually incurred and paid, of:

- a) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Subarticle 16.5 above); and
- b) preserving and protecting work in place; and
- c) approved storage of materials or equipment purchased for the Project, including insurance thereon; and
- d) substantiated extended field office overhead (no home office overhead).

18.3 The County may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work.

When the County orders any suspension of the Work under this Subarticle 18.3, the Contractor shall not be entitled to any payment for Work which the Contractor performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

18.4 The County's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 19 TERMINATION BY THE COUNTY

19.1 For Convenience

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

19.2 For Default

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

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

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

19.3 Non-Appropriation of Funds

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

19.4 Rights Cumulative

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

ARTICLE 20 MODIFICATION

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

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

ARTICLE 21 CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

21.1 The Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use its best skill and attention to provide above described Work in a professional, timely manner.

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

21.3 If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Work covered by the bid and provided by the Contractor are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference

to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the County for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When required by the Contract or when called for by the County, the Contractor shall provide full information concerning the material or supplies which Bidder contemplates incorporating in the Work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

21.4 Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Work.

21.5 The Purchasing Services Manager may, in writing, require the Contractor to remove from the Work Site any employee the Manager deems incompetent, careless or otherwise objectionable.

21.6 In addition to any manufacturer's warranties, all labor and materials are warranted to be free from defects for a period of twenty-four (24) months after the date of Final Payment by the County.

ARTICLE 22 INSURANCE REQUIREMENTS

The Contractor, at its own expense, shall at all times during the term of this Contract maintain insurance as specified in the Invitation for Bids previously incorporated by reference in Article 1. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any sub-contractors to carry the same coverages in the same amounts. The County must be advised immediately of any changes in required coverages.

ARTICLE 23 SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the County, as required by the Invitation for Bids previously incorporated by reference in Article 1. Each bond shall set forth a penal sum in an amount not less than the Job Order Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Job Order Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the County and shall be executed by a surety, or sureties, reasonably acceptable to the County.

ARTICLE 24 PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall, upon written request by the County, be made available to the County, its consultants, any state grantor agency, federal grantor agency, any other regulatory authority, any assignee or any of their duly authorized representatives for review, inspection, auditing and copying. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than three (3) years from the date of Final Payment, or until the end of any audit, or the closure of all pending matters under this Contract, or for any longer period of time as may be required by law or good construction practice, whichever is later. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

**ARTICLE 25
CONTROLLING LAW**

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

**ARTICLE 26
SUCCESSORS AND ASSIGNS**

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

**ARTICLE 27
COMPLIANCE WITH LEGAL REQUIREMENTS**

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

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

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

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

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

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

**ARTICLE 28
NON-DISCRIMINATION**

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

ARTICLE 29 DRUG-FREE WORKPLACE ACT

The Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws, 1976, as amended.

ARTICLE 30 STATE AND LOCAL TAXES

30.1 Except as otherwise provided, Job Order Prices shall include all applicable state and local taxes.

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

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

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

ARTICLE 31 GRATUITIES AND KICKBACKS

31.1 Gratuities

It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

31.2 Kickbacks

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

31.3 Violation of this clause may result in Contract termination.

ARTICLE 32 NOTICES

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

Dorchester County Purchasing Division
Attn: Purchasing Services Manager
201 Johnston Street

Saint George, South Carolina 29477

Any and all notices to the Contractor required to be sent under this Contract or otherwise shall be sent to the address indicated on the Form P104 submitted by the Contractor in response to the Invitation for Bids.

**ARTICLE 33
ENTIRE CONTRACT**

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

**ARTICLE 34
SEVERABILITY**

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

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

**ARTICLE 35
WAIVER**

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

**ARTICLE 36
TERM**

The term of the Contract shall commence on January 1, 2023 and continue to December 31, 2023, with the option to renew for up to four (4) additional one-year terms.

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

COUNTY OF DORCHESTER, SOUTH CAROLINA

SIGNATURE: _____

PRINT: Jason L. Ward

TITLE: County Administrator

WITNESS: _____ WITNESS: _____

CONTRACTOR

SIGNATURE: _____

PRINT: _____

TITLE: _____

WITNESS: _____ WITNESS:

(The rest of this page is intentionally left blank)

SECTION F

REQUIRED FORMS

ATTACHMENT A
COMPARABLE CONSTRUCTION EXPERIENCE

1) Proposer's Name: _____

2) Agency/Client Name: _____

3) Project Name: _____

4) Project Number: _____ 5) Project Value: _____

6) **Achieved or Anticipated Final Acceptance after January 1, 2017** Yes No

7) **Company Role:** Prime Contractor Sub Contractor

8) **Agency:** Public Private Other: _____

9) **Percentage of Self Performed Work with the Proposer's In-House Trades:** _____%

10) **Project Type:** (Check **ALL** boxes that apply to the Scope of Work)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
 Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
 Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
 Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
 Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
 Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

11) **Client Reference for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

12) **Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve:** (*Attach Additional Information As Necessary*)

ATTACHMENT B
KEY PERSONNEL
PROJECT MANAGER

1) Vendor's Name: _____

2) Project Manager's Name : _____

3) # of Years with the Firm: _____

4) # of Years Experience with General Contracting: _____

5) **Experience:** (Check **ALL** boxes that apply)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
- Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
- Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

6) **ATTACH RESUME** Yes

7) **Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

8) **Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

ATTACHMENT C

KEY PERSONNEL

GENERAL FIELD SUPERINTENDENT

1) Vendor's Name: _____

2 Superintendent's Name : _____

3) # of Years with the Firm: _____

4) # of Years Experience with General Contracting: _____

5) Experience: (Check **ALL** boxes that apply)

- Interior Renovations Mechanical Upgrades Electrical Upgrades Concrete Floor
- Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement Steel Erection
- Bituminous Paving Concrete Masonry Exterior Facade Glass Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Landscaping Fencing Earthwork / Site Work Correctional Facility Courthouses

6) **ATTACH RESUME** Yes

7) **Client Reference #1 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

8) **Client Reference #2 for Construction:** (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's contact: Name _____ **Title** _____

Telephone: _____ Email Address: _____

ATTACHMENT D

DORCHESTER COUNTY ADJUSTMENT FACTORS

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Group A / DORCHESTER COUNTY

If not bidding on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment E)
(See Attachment E for calculation procedure)

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

Notes to Proposer:

- a. **Group A Dorchester County Administrative Fee: Proposers must include an Administrative Fee in calculating the Group A Dorchester County Adjustment Factors. The administrative fee will be calculated at the rate 6.00% of the total Purchase Order Price.**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

(The rest of this page is intentionally left blank)

ATTACHMENT E
DORCHESTER COUNTY ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: _____

GEOGRAPHICAL REGION: _____ Group A / DORCHESTER COUNTY

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

- Line 1. Non Secured Areas Normal Working Hours Adjustment Factor (1.A) _____
- Line 2. Multiply Line 1 by .40 _____
- Line 3. Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A) _____
- Line 4. Multiply Line 3 by .30 _____
- Line 5. Secured Areas Normal Working Hours Adjustment Factor (3.A) _____
- Line 6. Multiply Line 5 by .15 _____
- Line 7. Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A) _____
- Line 8. Multiply Line 7 by .10 _____
- Line 9. Non Pre-priced Tasks Adjustment Factor(5.A) _____
- Line 10. Multiply Line 5 by .05 _____
- Line 11: Summation of lines 2, 4, 6, 8 and 10) _____
(Combined Adjustment Factor)

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment D.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward)

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment E above.

(The rest of this page is intentionally left blank)

ATTACHMENT F

REGION ONE ADJUSTMENT FACTORS

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: GROUP B / REGION ONE

If not bidding on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment G)

(See Attachment G for calculation procedure)

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

Notes to Proposer:

- a. **Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of 8.00% of the total Purchase Order Price. .**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

(The rest of this page is intentionally left blank)

ATTACHMENT G

REGION ONE ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: _____

GEOGRAPHICAL REGION: Group B / Region One

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

- Line 1. Non Secured Areas Normal Working Hours Adjustment Factor (1.A) _____
- Line 2. Multiply Line 1 by .40 _____
- Line 3. Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A) _____
- Line 4. Multiply Line 3 by .30 _____
- Line 5. Secured Areas Normal Working Hours Adjustment Factor (3.A) _____
- Line 6. Multiply Line 5 by .15 _____
- Line 7. Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A) _____
- Line 8. Multiply Line 7 by .10 _____
- Line 9. Non Pre-priced Tasks Adjustment Factor(5.A) _____
- Line 10. Multiply Line 5 by .05 _____
- Line 11: Summation of lines 2, 4, 6, 8 and 10) _____
(Combined Adjustment Factor)

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment F.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment G above.

(The rest of this page is intentionally left blank)

ATTACHMENT H
REGION 2 ADJUSTMENT FACTORS

DORCHESTER COUNTY ADJUSTMENT FACTORS

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Group B / Region Two

If not bidding on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment I)

(See Attachment I for calculation procedure)

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

(Specify to four decimal places)

Notes to Proposer:

- a. **Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of 8.00% of the total Purchase Order Price. .**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

(The rest of this page is intentionally left blank)

ATTACHMENT I

REGION 2 ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: _____

GEOGRAPHICAL REGION: Group B / Region Two

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

- Line 1. Non Secured Areas Normal Working Hours Adjustment Factor (1.A) _____
- Line 2. Multiply Line 1 by .40 _____
- Line 3. Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A) _____
- Line 4. Multiply Line 3 by .30 _____
- Line 5. Secured Areas Normal Working Hours Adjustment Factor (3.A) _____
- Line 6. Multiply Line 5 by .15 _____
- Line 7. Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A) _____
- Line 8. Multiply Line 7 by .10 _____
- Line 9. Non Pre-priced Tasks Adjustment Factor(5.A) _____
- Line 10. Multiply Line 5 by .05 _____
- Line 11: Summation of lines 2, 4, 6, 8 and 10) _____
(Combined Adjustment Factor)

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment H.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment I above.

(The rest of this page is intentionally left blank)

ATTACHMENT J

REGION 3 ADJUSTMENT FACTORS

DORCHESTER COUNTY ADJUSTMENT FACTORS

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Group B / Region Three

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment K)

(See Attachment K for calculation procedure)

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

(Specify to four decimal places)

Notes to Proposer:

- a. **Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of 8.00% of the total Purchase Order Price. .**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

(The rest of this page is intentionally left blank)

ATTACHMENT K
REGION 3 ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: _____

GEOGRAPHICAL REGION: Group B / Region Three

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

- Line 1. Non Secured Areas Normal Working Hours Adjustment Factor (1.A) _____
- Line 2. Multiply Line 1 by .40 _____
- Line 3. Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A) _____
- Line 4. Multiply Line 3 by .30 _____
- Line 5. Secured Areas Normal Working Hours Adjustment Factor (3.A) _____
- Line 6. Multiply Line 5 by .15 _____
- Line 7. Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A) _____
- Line 8. Multiply Line 7 by .10 _____
- Line 9. Non Pre-priced Tasks Adjustment Factor(5.A) _____
- Line 10. Multiply Line 5 by .05 _____
- Line 11: Summation of lines 2, 4, 6, 8 and 10) _____
(Combined Adjustment Factor)

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment J.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment K above.

(The rest of this page is intentionally left blank)

ATTACHMENT L

REGION 4 ADJUSTMENT FACTORS

DORCHESTER COUNTY ADJUSTMENT FACTORS

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Group B / Region Four

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment M)

(See Attachment M for calculation procedure)

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

Notes to Proposer:

- a. **Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of 8.00% of the total Purchase Order Price. .**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

(The rest of this page is intentionally left blank)

ATTACHMENT M
REGION 4 ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: _____

GEOGRAPHICAL REGION: Group B / Region Four

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

- Line 1. Non Secured Areas Normal Working Hours Adjustment Factor (1.A) _____
- Line 2. Multiply Line 1 by .40 _____
- Line 3. Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A) _____
- Line 4. Multiply Line 3 by .30 _____
- Line 5. Secured Areas Normal Working Hours Adjustment Factor (3.A) _____
- Line 6. Multiply Line 5 by .15 _____
- Line 7. Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A) _____
- Line 8. Multiply Line 7 by .10 _____
- Line 9. Non Pre-priced Tasks Adjustment Factor(5.A) _____
- Line 10. Multiply Line 5 by .05 _____
- Line 11: Summation of lines 2, 4, 6, 8 and 10) _____
(Combined Adjustment Factor)

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment L.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment M above.

(The rest of this page is intentionally left blank)

ATTACHMENT N

REGION 5 ADJUSTMENT FACTORS

DORCHESTER COUNTY ADJUSTMENT FACTORS

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Group B / Region Five

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|---|--|--|--|--|
| | . | | | | |
|--|---|--|--|--|--|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment O)

(See Attachment O for calculation procedure)

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

(Specify to four decimal places)

Notes to Proposer:

- a. **Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of 8.00% of the total Purchase Order Price. .**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

(The rest of this page is intentionally left blank)

ATTACHMENT P
REGION 5 ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: _____

GEOGRAPHICAL REGION: Group B / Region Five

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

- Line 1. Non Secured Areas Normal Working Hours Adjustment Factor (1.A) _____
- Line 2. Multiply Line 1 by .40 _____
- Line 3. Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A) _____
- Line 4. Multiply Line 3 by .30 _____
- Line 5. Secured Areas Normal Working Hours Adjustment Factor (3.A) _____
- Line 6. Multiply Line 5 by .15 _____
- Line 7. Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A) _____
- Line 8. Multiply Line 7 by .10 _____
- Line 9. Non Pre-priced Tasks Adjustment Factor(5.A) _____
- Line 10. Multiply Line 5 by .05 _____
- Line 11: Summation of lines 2, 4, 6, 8 and 10) _____
(Combined Adjustment Factor)

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment O.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment P above.

(The rest of this page is intentionally left blank)

ATTACHMENT Q

REGION 6 ADJUSTMENT FACTORS

DORCHESTER COUNTY ADJUSTMENT FACTORS

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Group B / Region Six

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A. Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment R)

(See Attachment R for calculation procedure)

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

(Specify to four decimal places)

Notes to Proposer:

- a. **Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of 8.00% of the total Purchase Order Price. .**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

(The rest of this page is intentionally left blank)

ATTACHMENT R
REGION 6 ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: _____

GEOGRAPHICAL REGION: Group B / Region Six

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

- Line 1. Non Secured Areas Normal Working Hours Adjustment Factor (1.A) _____
- Line 2. Multiply Line 1 by .40 _____
- Line 3. Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A) _____
- Line 4. Multiply Line 3 by .30 _____
- Line 5. Secured Areas Normal Working Hours Adjustment Factor (3.A) _____
- Line 6. Multiply Line 5 by .15 _____
- Line 7. Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A) _____
- Line 8. Multiply Line 7 by .10 _____
- Line 9. Non Pre-priced Tasks Adjustment Factor(5.A) _____
- Line 10. Multiply Line 5 by .05 _____
- Line 11: Summation of lines 2, 4, 6, 8 and 10) _____
(Combined Adjustment Factor)

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment Q.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment R above.

(The rest of this page is intentionally left blank)

ATTACHMENT S

REGION 7 ADJUSTMENT FACTORS

DORCHESTER COUNTY ADJUSTMENT FACTORS

CONTRACTOR NAME: _____

GEOGRAPHIC REGION: Group B / Region Seven

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Non-Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

2. Non-Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

3. Secure Areas, Normal Working Hours Adjustment Factor: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

4. Secure Areas, Other Than Normal Working Hours Adjustment Factor: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

(Specify to four decimal places)

6. Combined Adjustment Factor: (From Line 11 Attachment T)

(See Attachment T for calculation procedure)

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

(Specify to four decimal places)

Notes to Proposer:

- a. **Group B Geographical Region Administrative Fee: Proposers must include an Administrative Fee in calculating the Group B Geographical Region Adjustment Factors. The administrative fee will be calculated at the rate of 8.00% of the total Purchase Order Price. .**
- b. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- c. **The Adjustment Factor for Non-Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Non-Secure Areas, Normal Working Hours Adjustment Factor.**
- d. **The Adjustment Factor for Secure Areas, Other Than Normal Working Hours must be greater than or equal to the Secure Areas, Normal Working Hours Adjustment Factor.**
- e. The Owner reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

(The rest of this page is intentionally left blank)

ATTACHMENT T
REGION 7 ADJUSTMENT FACTORS

CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACTOR NAME: _____

GEOGRAPHICAL REGION: Group B / Region Seven

If not proposing on this region simply put Not Applicable in the CONTRACTOR NAME: above.

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

- Line 1. Non Secured Areas Normal Working Hours Adjustment Factor (1.A) _____
- Line 2. Multiply Line 1 by .40 _____
- Line 3. Non Secured Areas Other Than Normal Working Hours Adjustment Factor (2.A) _____
- Line 4. Multiply Line 3 by .30 _____
- Line 5. Secured Areas Normal Working Hours Adjustment Factor (3.A) _____
- Line 6. Multiply Line 5 by .15 _____
- Line 7. Secured Areas Other Than Normal Working Hours Adjustment Factor (4.A) _____
- Line 8. Multiply Line 7 by .10 _____
- Line 9. Non Pre-priced Tasks Adjustment Factor(5.A) _____
- Line 10. Multiply Line 5 by .05 _____
- Line 11: Summation of lines 2, 4, 6, 8 and 10) _____
(Combined Adjustment Factor)

Notes to Proposer:

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Attachment S.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on Attachment T above.

(The rest of this page is intentionally left blank)

ADDITIONAL REQUIRED FORMS

Dorchester County Vendor Information Form

COMPANY LEGAL
NAME: _____

DBA: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

REMIT EMAIL
ADDRESS (FOR PO'S) _____

FEDERAL TAX ID #: _____

REGISTERED IN:
(STATE) _____

CONTACT PERSON TO SEND CONTRACT TO

NAME: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

HOW DID YOU HEAR ABOUT THIS OPPORTUNITY TO DO BUSINESS WITH THE COUNTY?

Compliance with Illegal Immigration Act

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

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

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

Solicitation Number: _____

Company Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

Non-Collusion Oath

COUNTY OF: _____

STATE OF: _____

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

SWORN TO BEFORE ME THIS
____ DAY OF _____, 20__

Authorized Signature for Company

NOTARY PUBLIC FOR THE
STATE OF _____
My Commission Expires: _____
Print Name: _____
Address: _____

Phone Number: _____

Please print Company's Name and Address:

Note: Notary seal required for Out of State Company



Equal Employment Opportunity Certification

(For Contractors/Vendors Other Than Individuals)

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

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

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

Solicitation Number: _____

Company Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE Yes No
List certifying agency: _____

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: _____

- c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE Yes No
List certifying agency: _____

- d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB Yes No
List certifying agency: _____

- e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone Yes No
List certifying agency: _____

- f. Other
Respondent certifies that this firm is a recognized diversity certificate holder Yes No
List certifying agency: _____

AGREEMENT TO WORK IN ALL REGIONS IN THE STATE

There are times that a Contractor may need to perform work for certain Members that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded Region the contractor will use the contract that results in the lowest price for the Member. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

Yes We agree to consider working in areas outside of the Geographic Region.

No We will NOT consider working outside of the Geographic Region.

Signature

The Proposer shall acknowledge this bid by signing and completing the spaces provided below:

Name of Proposer: _____

City/State/Zip: _____

Telephone No.: _____

If a partnership, names and addresses of partners:

Notarized

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for the County of _____

State of _____

My commission expires: _____

Signature: _____

FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting bids must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, CCOG and Equalis Group will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to CCOG General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a bid, you agree to these Vendor violation and breach of contract terms.

Does vendor agree Does Bidder agree? _____
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so.

Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? _____
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does Bidder agree? _____
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? _____
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? _____
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does Bidder agree? _____
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? _____
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? _____
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? _____
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? _____
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

Does Bidder agree? _____
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? _____
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? _____
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy

such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? _____
(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? _____
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized Signature: _____

Printed Name: _____

Company Name: _____

Mailing Address: _____

Job Title: _____

(The rest of this page is intentionally left blank)

Contract Signature Form

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Final Contract at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

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

COUNTY OF DORCHESTER, SOUTH CAROLINA

SIGNATURE: _____

PRINT: Jason L. Ward

TITLE: County Administrator

WITNESS: _____ WITNESS: _____

CONTRACTOR

SIGNATURE: _____

PRINT: _____

TITLE: _____

WITNESS: _____ WITNESS: _____

(The rest of this page is intentionally left blank)

SECTION G

JOC SUPPLEMENTAL CONDITIONS

PART ONE: PROCEDURE FOR ORDERING WORK

1. CONDUCTING THE JOINT SCOPE MEETING

- 1.1. As the need exists, the County or participating public agency will notify the Contractor of a potential Project. The County or participating public agency will schedule a Joint Scope Meeting with the Contractor and other necessary representatives as soon as practicable, generally, within seven (7) days.
- 1.2. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non-Prepriced Task.
- 1.3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum, the following items:
 - 1.3.1. The work to be performed
 - 1.3.2. Presence of hazardous materials
 - 1.3.3. Required permits – including drawings for permits as approved by the New Jersey Department of Community Affairs
 - 1.3.4. Long lead time materials
 - 1.3.5. Protocol for workers entering the site
 - 1.3.6. Staging area and areas that are off-limits
 - 1.3.7. Subcontracting goals (if applicable)
 - 1.3.8. Construction schedule and work hours – with critical milestones and phasing requirements
 - 1.3.9. Controlled inspections, testing requirements
 - 1.3.10. Value Engineering suggestions
 - 1.3.11. Organization of Price Proposal – by location, by corner, etc...
 - 1.3.12. Due Date for Detailed Scope of Work and for Price Proposal

2. FINALIZING THE DETAILED SCOPE OF WORK

- 2.1. After the Joint Scope Meeting, the County or participating public agency will prepare a draft Detailed Scope of Work which will reference any drawings, specifications, sketches, photographs and other documents required to accurately describe the work to be performed. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the County or participating public agency will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the County or participating public agency, will be the basis on which the Contractor will develop its Job Order Proposal and the County or participating public agency will evaluate the same.

The County or participating public agency may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the County or participating public agency cannot agree on the quantities required, or for any other reason as determined by the County. In all such cases, the County or participating public agency shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

- 2.2. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

3. PREPARING THE JOB ORDER PROPOSAL

- 3.1. The Contractor will prepare a Job Order Proposal including:

- 3.1.1. Price Proposal;
- 3.1.2. Support Documentation for Non-Prepriced Tasks;
- 3.1.3. Construction Schedule;
- 3.1.4. List of Subcontractors; and
- 3.1.5. Other requested documents.

- 3.2. The Contractor will prepare Job Order Price Proposals in accordance with the following:

- 3.2.1. **Prepriced Task:** The Contractor shall select the appropriate Prepriced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Prepriced Task. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.
- 3.2.2. **Non Prepriced Task:** A Non Pre-priced Task is a Task which is not in the Construction Task Catalog®.

Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:

- Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
- If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use.

- The Member may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.

3.2.3. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

For Work Performed with the Contractor's Own Forces:

- a) The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;
- b) The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;
- c) Lowest of three independent quotes for all materials
- Total for a Non Pre-priced Task performed with Contractor's Own Forces = (A+B+C) x Non Pre-Priced Task Adjustment Factor

For Work Performed by Sub-contractors:

- D = Lowest of three Subcontractor quotes
- Total for a Non Pre-priced Task performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor
- After a Non Pre-priced Task has been approved by the county or participating public agency the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- The county or participating public agency determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.

3.2.4. After the cost for a Non-Prepriced Task has been approved, the County or participating public agency may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. The County reserves the right to request the Contractor provide current quotes for any Non-Prepriced Task approved previously.

3.2.5. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Prepriced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Prepriced Tasks.

3.3. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the County or participating public agency may permit the Contractor to be paid for such Prepriced Task as a Non- Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.

3.4. Contractor shall make the necessary arrangements for and obtain all filings and permits required to perform the Detailed Scope of Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or

regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable task to be paid without mark-up.

- 3.5. To compensate the Contractor for the JOC System License on reimbursable work, the adjustment applied to reimbursable tasks shall be equal to 1.1000
- 3.6. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing. Incidental engineering and architectural services do not include stamped drawings, or assignments which consist of more than 4 hours of a professional's time.
- 3.7. The Contractor's Job Order Proposal shall be submitted by the date set forth in the Request for Job Order Proposal.
- 3.8. The amount of time allowed for the Contractor to prepare the Job Order Proposal will depend on the complexity of the Detailed Scope of Work and on the date by which the County requires the Detailed Scope of Work to be completed. Generally, the Contractor will be allowed between seven and fourteen days to prepare the Job Order Proposal. For complex Projects or Projects requiring engineering and architectural services to be completed before a Job Order Proposal can be prepared, the amount of time allowed will be increased.
- 3.9. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- 3.10. In emergency situations and minor maintenance and repair Job Orders requiring an immediate response, the Job Order Proposal may be required in less than seven days, or, as described below, the Contractor may be directed to begin work immediately with the Job Order Proposal to follow. A purchase order is required prior to performance of any service.

In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the County or participating public agency. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.

- 3.11. For purposes of Using the Construction Task Catalog[®], the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
- 3.12. The Contractor will not be permitted to add labor hours to the Job Order Price Proposal for time associated with ingress procedures and inspections of labor, materials, and or equipment.

4. REVIEWING THE JOB ORDER PROPOSAL

- 4.1. The County or participating public agency will review the Job Order Proposal.

- 4.2. All incomplete Job Order Proposals shall be rejected.
- 4.3. The County or participating public agency will review the Price Proposal to determine the accuracy of the Prepriced Tasks, quantities, Adjustment Factors, and Non-Prepriced Tasks.
- 4.4. The Contractor may choose the means and methods of construction. Provided, however, the County or participating public agency may reject any means and methods proposed by the Contractor that:
 - 4.4.1. Will constitute or create a hazard to persons or property;
 - 4.4.2. Will not produce the Detailed Scope of Work in accordance with the terms of the Contract; or
 - 4.4.3. Unnecessarily increases the Job Order Price when alternative means and methods are available.
- 4.5. By submitting a Job Order Proposal to the County or participating public agency, the Contractor is offering to complete the Detailed Scope of Work within the proposed construction schedule for the value of the Price Proposal.
- 4.6. It is the Contractor's responsibility to include the necessary Prepriced Tasks and Non-Prepriced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the County.

5. ISSUANCE OF THE JOB ORDER

- 5.1. If the Job Order Proposal is found to be complete and accurate, the County or participating public agency may issue a Job Order to the Contractor.
- 5.2. The Job Order signed by The County, accompanied by the purchase order, and delivered to the Contractor constitutes the County's acceptance of the Contractor's Job Order Proposal.
- 5.3. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be the value of the approved Price Proposal.
- 5.4. All clauses of this Contract shall apply to each Job Order.
- 5.5. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 5.6. The County or participating public agency, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures.

5.7. The County or participating public agency may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the County or participating public agency may perform such work by other means.

6. CHANGES IN THE WORK

- 6.1. The County or participating public agency, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- 6.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedure for Ordering Work contained in these JOC Supplemental Conditions.
- 6.3. Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non Prepriced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

7. LIQUIDATED DAMAGES

7.1. At the sole discretion of the County or participating public agency, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages.

| Value of Job Order | Liquidated Damages |
|---------------------------|---------------------------|
| \$0 to \$10,000 | \$100/Day |
| \$10,001 to \$50,000 | \$250/Day |
| Over \$50,000 | \$500/Day |

• PAYMENT AND PERFORMANCE BONDS

1.1. If required for a Job Order, the Contractor shall provide a payment and performance bond(s) in an amount equal to the Job Order Price. Contractor shall supply such bonds within 7 days after receiving a request for such bonds. The bonds shall be identical in all respects to the form of bonds approved by Owner with no variations, additions, or deletions. The Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the reimbursable work task in the Construction Task Catalog®. The Contractor shall submit documentation, acceptable to the County or participating public agency, establishing the cost of the bonds.

10. JOC ASOFTWARE AND SYSTEM LICENSE FEE

Job Order Contracting Software: Dorchester County selected The Gordian Group’s (Gordian) Job Order Contracting (“JOC”) System for their JOC program. The Gordian JOC Solution™ includes Gordian’s proprietary JOC software applications (JOC Applications) and construction cost data

(Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

JOC System License: Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the Owner, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the Owner under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog®, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the Owner expires or terminates, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, this JOC System License shall take precedence.

9. COOPERATIVE PURCHASING

Other public agencies or members of the Equalis Group may purchase construction services from the Contractor utilizing this Contract. If the Contract is utilized by Entities purchasing construction services from the Contractor may attach additional general or supplemental conditions to the Job Order, including a good faith effort to meet or exceed any subcontracting goals an Entity may include in similar procurements.

Gordian and the Contractor shall mutually utilize ezIQC® to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at Owner's sole discretion, may be deemed grounds for termination of this Contract. The Contractor acknowledges

that The Gordian Group, Inc. will administer cooperative purchases through this Contract and that Owner has no obligation to administer purchases by Entities.

Equalis Group and Gordian authorize the Contractor the use of Equalis Group's and Gordian's names, logos, trademarks, and Equalis Group's and Gordian provided materials solely for the presentation and promotion of the availability and use of this Contract by participating public agencies and potential participating public agencies. The Contractor authorizes Equalis Group and Gordian the use of the Contractor's name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by Entities and potential Entities.

The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to Owner and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQ.com or via facsimile to (864) 233-9100.

The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to Owner and Gordian of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQ.com or via facsimile to (864) 233-9100.

The County, Equalis Group and Gordian may request records from the Contractor for all cooperative purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes Owner and/or Entity to provide a copy of each Purchase Order issued to Gordian. If discrepancies exist between cooperative purchasing activity and License Fees paid, Owner or Gordian will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of Owner and/or Gordian, Owner and/or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

PART THREE: ADDITIONAL JOC SPECIFIC PROVISIONS

1. ANNUAL PRICING UPDATES

1.1. The Construction Task Catalog issued with this solicitation will be in effect for the first year of this contract (i.e., until December 31, 2022). On the anniversary of this contract (i.e. January 1, 2023 and each January 1st thereafter during the term) a new Construction Task Catalog will be furnished to address the escalation or de-escalation of costs of materials and services. The new Construction Task Catalog will be effective for the 12-month period after the anniversary date. The Construction Task Catalog that accompanies each anniversary shall only apply to Purchase Orders issued after the effective date of that specific renewal term and shall have no impact on Purchase Orders issued prior to the effective date of that specific renewal term.

1.2. The Adjustment Factors submitted with the Contractor's Proposal shall be used for the full term of the Contract. On the annual anniversary of the Contract, the county shall issue the Contractor the new Construction Task Catalog. The Contractor shall use the Construction Task Catalog in effect on the date the Proposal is due. However, the Contractor cannot delay the issuance of a Proposal to take advantage of a scheduled update of the Construction Task Catalog. In that event the Contractor shall use the Construction

Task Catalog that would have been in effect without delay

- 1.3. Dorchester County's ezIQC Contract is powered by Gordian's Construction Task Catalogs which have been created exclusively for these contracts. The Construction Task Catalog is a collection of construction and construction related tasks with pre-established Unit Prices. As part of this contract new Construction Task Catalogs will be published annually by Gordians team of data analysts who monitor the escalation and de-escalation of construction material, equipment and labor costs through multiple industry standard indicators. The issuance of new Construction Tasks Catalogs will include updated unit prices as determined through research completed by Gordian's data team. The new Construction Task Catalog will ensure competitive pricing for Members and Contractors throughout the duration of the contract.

2. KEY PERSONNEL

- 2.1. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the County and shall have a cell phone at which he or she can be reached at all times.
- 2.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the County of a substitute Superintendent. **At all times, the Contractor shall provide at least one Superintendent for every four Job Orders.** Whenever, in the sole discretion of the County, the Contractor is not providing a sufficient level of supervision, the County may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the County.

3. AS-BUILT DRAWINGS

- 3.1. If the Contractor is provided, or prepares, drawings as part of the Detailed Scope of Work, then as the Detailed Scope of Work progresses the Contractor shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.

4. ORDER OF PRECEDENCE

- 4.1. In the event of conflict between the Contract Documents, these JOC Supplemental Conditions shall take precedence.

5. MATERIAL PRICE SPIKE ADJUSTMENT

- 5.1. Material price spike adjustment: For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued.
- 5.2. In the event a major spike occurs in a specific material cost, CONTRACTOR may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, CONTRACTOR shall,

1. Identify the specific material that has experienced a major spike,
 2. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
 3. Demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.
- 5.3. The county or participating agency, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a Non-Pre-Priced item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the Non-Pre-Priced adjustment factor will not apply.
 - 5.4. The county or participating agency, at its option, may also determine that a drastic decrease in a material cost warrants the same Non-Pre-Priced adjustment downward in the Unit Price or a Job Order.

PART 4 FEDERALLY FUNDED JOB ORDERS

In cases where a Job Order is funded wholly or partially with federal funds, the Contractor will comply with all applicable provisions of federal law. Refer to the following links for federal guidelines:

https://www.ecfr.gov/cgi-bin/text-idx?gp=&SID=e2fb8faf658f113bf606a3e6d7808e16&mc=true&tpl=/ecfrbrowse/Title02/2tab_02.tpl

<https://www.acquisition.gov/?q=browsefar>

The Contractor shall comply with all federal regulations relating to the performance of Work funded in whole, or in part, with federal funds. In addition, Contractor agrees to flow-down all applicable clauses to lower-tier subcontractors including, but not limited to the following:

1. FEDERAL REQUIREMENTS ON ALL PURCHASES

- 1.1. Security Requirements (applicable if access to classified material is involved) FAR 52.204-2
- 1.2. Equal Employment Opportunity - Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60
- 1.3. Copeland Anti-kickback Act (for construction and repair) 18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3
- 1.4. Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5
- 1.5. Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.
- 1.6. Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401
- 1.7. Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64
- 1.8. Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3
- 17.9 Filing of Patent Applications – Classified Subject Matter FAR 52.227-10
- 1.9. Patents Rights – Ownership by Contractor and Government FAR 52.227-11 and 52.227.13
- 1.10. Rights in Data – General FAR 52.227-14
- 1.11. Authorization and Consent Patents and Copyrights 52.227-1
- 1.12. Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2
- 1.13. Buy American Act – Supplies FAR 52.225-3
- 1.14. Government Property FAR 52.245-5

- 1.15. Notice of Radioactive Materials FAR 52.223-7
- 1.16. Privacy Act FAR 52.224-2

- 2. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$2,500**
 - 2.1. Restrictions on Certain Foreign Purchases FAR 52.225-13
 - 2.2. McNamara –O’Hara Service Contracts Act 41 U.S.C. 351 et seq.

- 3. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$10,000**
 - 3.1. Prohibition of Segregated Facilities FAR 52.222-21
 - 3.2. Equal Opportunity FAR 52.222-26
 - 3.3. Affirmative Action for Workers with Disabilities FAR 52.222-36
 - 3.4. Walsh-Healy Public Contracts Act FAR 52.222.20

- 4. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$25,000**
 - 4.1. Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35
 - 4.2. Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37
 - 4.3. Debarment and Suspension FAR 52.209-6

- 5. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$100,000**
 - 5.1. Anti-kickback procedures FAR 52.203-7
 - 5.2. Restrictions on Subcontractor Sales to the Government FAR 52-203.6
 - 5.3. Audit and Records Negotiation (if document was entered by negotiation) FAR52.215.2
 - 5.4. Integrity of Unit Prices FAR 52.215-14
 - 5.5. Contract Work Hours and Safety Standards Act FAR 522.222-4
 - 5.6. Clean Air and Water FAR 52.223-2
 - 5.7. Clean Air Act (42 U.S.C. 7401 et seq.)
 - 5.8. Federal Water Pollution Control Act 33 U.S.C. 1251, et seq.
 - 5.9. Drug-Free Workplace FAR 52.223-6
 - 5.10. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
 - 5.11. Utilization of Small Business Concerns FAR 52.219-8
 - 5.12. Preference for US Flag Carriers FAR 52.247-63
 - 5.13. Toxic Chemical Release Reporting 52.223-14

- 6. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$500,000**
 - 6.1. Cost Accounting Standards – Educational Institutions FAR 52.230-5
 - 6.2. Administration of Cost Accounting Standards FAR 52.230-6

- 7. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$550,000**
 - 7.1. Price Reduction for Defective Cost or Pricing Data FAR 52.215-10
 - 7.2. Subcontractor Cost or Pricing Data FAR 52.215-12
 - 7.3. Subcontractor Cost or Pricing Data – Modifications FAR 52.215-13

- 8. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$650,000**
 - 8.1. Small Business and Small Disadvantaged Business Subcontracting Plans FAR 52.219-9
 - 8.2. Liquidated Damages – Subcontracting Plan FAR 52.219-16

9. AFFIRMATIVE ACTION

The Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor agrees to adhere to the principles set forth in Executive Orders 13672 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, and to discuss with TTUS the policies and practices relating to the Contractor's Affirmative Action program.

10. FEDERAL EQUAL OPPORTUNITY

The Contractor and any Subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.