

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please email or fax the completed form to the Administration Department as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 2023-07 Pavement Resurfacing Services, Edisto Beach, SC

Receiving Period: October 6, 2023 Prior to 2:00 p.m. (Please note that UPS and Fed EX do not guarantee next day delivery before 2:00 pm in this zip code)

Bid Opening: October 6, 2023 at 2:00 p.m.

This form is for bid registration only. Please scroll down for additional information.

BIDDER REGISTRATION

EMAIL (maakhus@townofedistobeach.com) THIS FORM BACK IMMEDIATELY

Carefully complete this form and email or fax it to the Administration Department. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: State: Zip Code: _____

Cell Phone: Fax: E-mail: _____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

BID TITLE: Pavement Resurfacing Services

DUE DATE/TIME: October 6, 2023 prior to 2:00 PM

SUBMITTED BY: _____

(Name of Company)

DELIVERTO: Town of Edisto Beach
Administration Department
2414 Murray Street
Edisto Beach, South Carolina 29438



**Town of Edisto Beach
Administration Department
Mark Aakhus
Bid #2023-07**

Pavement Resurfacing Services

The Town of Edisto Beach is accepting bids to mill and resurface a portion of Jenkins Street and to resurface various pothole locations. Sealed bids will be received in the Administration Department, **prior to 2:00 p.m., October 6, 2023**. Bids will be opened at 2:00 p.m., October 6, 2023. Please contact Mark Aakhus at 843-869-2505 x 211 to schedule to view the site.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Bids may be mailed, express mailed or hand-delivered to:

**Town of Edisto Beach
Administration Department
2414 Murray Street
Edisto Beach, South Carolina 29438**

(843) 869-2505

BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE ADMINISTRATION DEPARTMENT PRIOR TO 2:00 P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids that for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. NOTE: Bidders may call the Administration Department for bid results. The telephone number is (843) 869-2505 extension ext. 211. Bid files may be examined during normal working hours by appointment. The bid tabulation form will be posted on the Town's website www.townofedistobeach.com.**
3. Bidder, by submitting an offer, represents that it has read and understands the solicitation and that its offer is made in compliance with the solicitation. Bidders are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the Bidder's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Bidder assumes responsibility for any patent ambiguity in the solicitation that Bidder does not bring to the Town's attention.
4. If this project is being funded with public assistance federal funds and bidders must comply with all federal requirements per 2 CFR 200. This procurement is being conducted providing full and open competition. All solicitations will be advertised through the South Carolina Business Opportunity platform. All assurances will be made to ensure minority businesses, women's business enterprises, and labor surplus firms will be solicited.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
6. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
7. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the Town at the prices bid. **An original invoice shall be submitted to the appropriate User Department at 2414 Murray Street, Edisto Beach, South Carolina, 29438.** The vendor shall include the bid number on all invoices. Invoices will be processed for payment when approved by the user department.
8. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the Town or any of their agencies. Furthermore, all bidders

must disclose the name of any Town employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches.

9. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Town by any other provision of this bid. Regardless, all projects are warranted for one year from date of completion.
10. **ADDENDUM:** Any changes to the bid shall be made in the form of a written addendum by the User Department. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and faxed to (843) 869-3855 or included in the sealed bid.
11. **LIABILITY:** The vendor shall hold and save the Town, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
12. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL)** The **Original** bid submittal(s) shall be submitted on the forms provided by the Town of Edisto Beach. All bids are subject to the conditions herein; failure to comply will subject the bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "Town" means the Town of Edisto Beach, South Carolina, and its authorized designees, agents or employees.
2. **AWARD(S):** The bid shall be awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity compliance with public policy, record of past performance and financial and technical resources (§200.318(h)) meeting specifications and other criteria as specifically called out in this document. As the best interest of the town may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. The Town will not accept the bid of vendors or contractors who are delinquent in the payment of taxes, licenses, or any other money due by them to the Town. The Town will not award the bid to any contractor who has been suspended or debarred as listed in the System for Award Management. This solicitation does not commit the Town to award a vendor or to pay for any costs incurred in the preparation of the bid; or to procure or contract for any articles of goods or services. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

The ability, capacity, equipment and skill of the bidder to fulfill the contract. Whether or not the bidder can fulfill the contract within the time specified, without delay or interference. The character, integrity, reputation, judgment, experience and efficiency of the bidder. The previous and existing compliance by the bidder with laws and ordinances relating to the contract. The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services. The quality, availability and adaptability of the suppliers or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service, as required or needed. The number and scope of conditions attached to the bid. Whether the bidder has failed to fully perform prior contracts to the Town's satisfaction, or is past due, delinquent, or owes the Town any money of any type.

3. **PROTESTS:** Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Town Administrator within the time provided.
4. **PROHIBITED COMMUNICATIONS AND DONATIONS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.
 - a. During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Mayor, Town Council, or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Town Administrator. All communications must be solely with the Town Administrator.
 - b. You are advised to familiarize yourself with State Code of Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the User Department during the period beginning eighteen months prior to the Opening Date.
5. **QUESTIONS FROM BIDDERS:**
 - a. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Town no later than five (5) days prior to opening unless an earlier date is stated. Label any communication regarding your questions with the name of the person communicating with, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective bidders. We will not identify you in our answer to your question.
 - b. The Town seeks to permit maximum practicable competition. Information or changes resulting from questions will be shown in a question-and-answer format. The questions are included solely to provide cross reference to the potential bidder that submitted the question. Questions do form a part of the contract. The Town's response does. Underlined text is added, stricken text is deleted. Bidders are urged to advise the Town Administrator -- as soon as

possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

6. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Bidder.
 - a. If the Bidder is an individual, the Offer must be signed by that individual. If the Bidder is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
 - b. If the Bidder is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
 - c. If the Bidder is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
 - d. An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Bidder is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
 - e. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Bidder must provide proof of the agent's authorization to bind the principal.
7. **WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and State code of Regulation 19-445.2085.
8. **EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
9. **LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. A Town business license is required.
10. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
11. **ASSIGNMENT:** Any contract issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Town Administrator.
12. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department director shall be final and binding on both parties.
13. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Department.
14. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as

if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.

15. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Town Administrator shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
16. **TERMINATION/SUSPENSION:** The Town Administrator reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the Town to do so. The Town Administrator will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. If the User Department determines that the performance of the vendor does not comply with the bid requirements, the division may:
 - a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
17. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **PERFORMANCE AND PAYMENT BOND:** A bid bond is not required.
19. **UNAUTHORIZED ALIEN(S):** The bidder agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Town.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and OHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

20. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the Town, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money

may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Town's performance and obligation to pay under this agreement is contingent upon annual appropriation.

21. The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

SPECIAL INFORMATION

1. **CONTAMINATION:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24 hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the Town.
2. **INSURANCE:** The Contractor is responsible for procuring and maintaining for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. A Certificate of Insurance evidencing referenced coverages is to be submitted to the Town of Edisto Beach prior to being awarded any business. See attached Certificate of Insurance request for minimum insurance requirements
3. **SAFETY:** The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area.
4. **WORK AREA CLEAN-UP REQUIREMENTS**
 - a. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.
 - b. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the Town at substantial completion of the Work.
5. **INVOICE PAYMENTS:** By signing and submitting an invoice the Contractor certifies that all work and/or materials have been completed in accordance with the Bid Documents.
6. **FINAL INVOICE:** Payment of final invoice will be issued only upon final completion of the work as signed off by the User Department and upon submission of any applicable releases of liens, material documentation, warranties, etc.

SCOPE OF WORK

1. Replace all cold seal patches and resurface area approximately 370 feet by 20 feet wide of 2" asphalt on Jenkins Street from Palmetto Boulevard to Myrtle Street.
2. Tamp and resurface various potholes with asphalt at the following locations:
 - a. Corner of Mary Street at Palmetto Boulevard
 - b. 1118 Byrd Street
 - c. 912 Cheehaw Street
 - d. 504 Hutto Lane
 - e. Thistle Street between the two lagoons
 - f. Jungle Road near Chancelor Street (utility cut in the bike lane)

Additional Information:

- o ***ALL PROPOSALS SHALL BE VALID FOR 30 DAYS.***

By signing this proposal, contractor certifies site visit, verifies site conditions and dimensions, and is responsible for the complete work pertaining to site conditions. It is the responsibility of the contractor to verify any quantities provided by the Town.

Site Cleanup

1. Following completion of the work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the Town at substantial completion of the work.

BID SHEET
BID NO. 2023-07
BID TITLE: Pavement Resurfacing Services

Jenkins Street Bid: _____

Various Potholes Bid: _____

CONTRACTOR: _____

Authorized Representative

ADDRESS _____

TELEPHONE

CELL PHONE

FAX

EMAIL

By signing this, _____ certify I have performed a site visit, verified site conditions and dimensions, and am responsible for the complete work pertaining to site conditions. It is my responsibility to verify any quantities provided by the Town.

Signed

Date

Print

Agreement

This agreement made this _____ day of _____ 2023, by and between the Town of Edisto Beach, South Carolina, herein known as the Owner, and as the Contractor _____.

WITNESS: That the Contractor and the Owner agree as follows: hereinafter knows

1. That the Contractor will furnish all labor and materials needed for Pavement Resurfacing Services (RFP No. 2023-07) according to the specifications in the bid package for said project, a copy of which is attached to this agreement as Exhibit A and incorporated fully by reference, and as amended and agreed to by Owner and Contractor. Labor shall be performed in a workmanlike manner in accord with industry standards and customary practices. Upon completion of the work, Contractor shall return the site to clean useable condition to the satisfaction of Owner.
2. The Contractor will allow Owner or other interested parties to inspect all work and materials at all times providing contract oversight to ensure the contractor performs in accordance with the terms, conditions and specification and will, at the Owner's direction, remove all defective materials, whether completed or not. Materials rendered unfit for reworking are to be replaced at Contractor's own expense. All materials and labor, including subcontract work of the contractor must at all times be of quality and standard acceptable to Owner.
3. Indemnity Provision: Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town of Edisto Beach, any person(s), or third parties sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses or damages sustained by the Town of Edisto Beach, and agrees to indemnify and hold harmless the Town of Edisto Beach, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against the Town of Edisto Beach, its officials, employees or volunteers based on any such alleged injury or damage, and to pay all damages, costs and expenses in connection therewith or resulting therefrom, including, but not limited to, reasonable attorney's fees incurred in defense of said suits, actions, or claims. As an integral part of this agreement contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance

requirements naming the Town of Edisto Beach as an additional insured and to furnish proper evidence thereof.

4. Insurance Requirements for Contractors: In accordance with this agreement with the Town of Edisto Beach, a Certificate of Insurance evidencing the below referenced coverages is to be submitted to the Town of Edisto Beach prior to any services being performed. The Certificate of Insurance must evidence the following coverages, and/or terms and conditions (these are minimum requirements) as marked below:

- Provide a Cancellation Clause giving 30 days prior written notice in the event of cancellation, non-renewal or material change in policy.
- Name the **Town of Edisto Beach** as Additional Insured.
- An Insurance Company Rating Classification of A+, A or A- (Excellent) with financial assets of at least \$100 million.
- **General Liability** - Commercial General Liability Limit for bodily injury, personal injury and property damage \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations. \$2,000,000 aggregate for products/completed operations.
- **Workers' Compensation and Employers' Liability**-Workers' Compensation limits as required by the laws of the State of South Carolina and Employer's Liability limits of \$100,000 per accident.
- **Automobile Liability**- \$1,000,000 combined single limit per accident for bodily injury and property damage.
- **Umbrella Liability-Combined Single Limit for bodily injury, Property Damage, Personal & Advertising Injury** of \$1,000,000 including Products/Completed Operations and Contractual.
- **PERFORMANCE AND PAYMENT BOND**: A Performance and a Payment Bond is not required.

Certificate Holder should read:

Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

Please email Certificate of Insurance to the attention of:

Mark Aakhus, Town Administrator
maakhus@townofedistobeach.com

And follow with original via mail to same at:
Town of Edisto Beach, 2414 Murray Street, Edisto Beach, SC 29438

5. Contractor shall obtain all required permits and licenses.
6. The contract price is _____ to repair and resurface Jenkins Street and various pothole locations. Changes in contract price require Town Council approval. If a change is requested, it must be submitted in writing as a change order. Change Orders and subsequent contract prices can only be authorized by Town Council. Any work performed without Town Council approval does not obligate Owner.
7. The Contractor will complete all work included in this agreement within 45 days, unless delayed by conditions beyond his control, in which case time will be extended the actual number of days so delayed, but only if approved in writing.
8. Any work performed without Town Council approval and written notice to proceed does not obligate Owner.
9. Final payment will not be due until Contractor has delivered to Owner complete releases for all claims arising from this contract, or receipts in full covering all labor and materials for which liens could be filed, or bond be furnished Owner against any such lien.
10. The Contractor hereby warrants and guarantees to the satisfaction of the Owner all materials and workmanship constructed for a period of one (1) year from the date of final completion or commercial warranty (whichever is greater) of this contract.
11. The parties agree that the non-prevailing party shall reimburse the prevailing party for actual costs and reasonable attorney's fees incurred by the prevailing party in enforcing its rights against the non-prevailing party under this agreement.
12. This Agreement will be binding on the parties hereto, their assigns, successors, representatives or administrators.
13. Nothing herein shall be construed or interpreted to imply that the Contractor, its employees, agents, and/or subcontractors shall be the employees of the Owner. The Contractor, its employees, agents, and subcontractors are independent contractors.
14. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this agreement and which representations are not contained in the

provisions hereof shall not be binding upon either of the parties hereto. This agreement constitutes the full and complete agreement of the parties and shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this agreement.

15. Should any part of this agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.
16. This agreement shall be governed, construed and interpreted by, through and under the Laws of the State of South Carolina. The parties agree that venue for any dispute arising from this contract or the performance of the terms thereof shall be in the Court of Common Pleas for Colleton County, South Carolina, and further, the parties subject themselves to the personal and subject matter jurisdiction of said court regardless of the amount in controversy.

Contractor certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
 - B. Contractor has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - C. Contractor has not solicited or induced any individual or entity to refrain from bidding; and
 - D. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
 - E. Contractor has not been debarred
17. Neither party to this agreement may assign its rights or obligations herein without the prior written consent of the other party.
 18. Termination Clauses:

Termination for Convenience

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

Termination for Cause by Either Party

If one party should breach or fail to perform any provision of this Agreement, then the other party may give written notice of such default (Notice of Default) to the breaching party. If the breaching party should fail to cure such default within thirty (30) days of notice thereof, the non-breaching party shall have the right to terminate this Agreement by a second written notice (Notice of Termination) to the breaching party. If a Notice of Termination is sent to the breaching party, this Agreement shall automatically terminate on the effective date of such notice. Termination shall not relieve the breaching party of its obligation to pay all amounts due to the non-breaching party as of the effective date of termination and shall not impair any accrued rights, including the right to pursue all available legal remedies for damages, of the non-breaching party.

Owner- Town of Edisto Beach

Contractor-

Date:.....

Date: _____

Witness

Witness