



**CHARLESTON COUNTY PARK & RECREATION COMMISSION  
861 Riverland Drive  
Charleston, South Carolina 29412**

**CONTRACT**

AGREEMENT

entered this month/day year

Between

CONTRACTOR: *Contractor  
Address  
Phone  
Email  
Contact Name*

and

OWNER: Charleston County Park & Recreation Commission  
("CCPRC")

CCPRC'S PROJECT #: *2019 -002*

PROJECT: *Debris Removal Monitoring*

**ARTICLE 1**  
**SCOPE OF WORK**

The Contractor acknowledges that it has thoroughly examined and understands the requirements of Invitation for Bid (IFB) 2019-002 - Debris Removal Monitoring for issued by the Charleston County Park and Recreation Commission ("CCPRC"). The general scope of work is provided in the IFB. Contractor agrees that the Scope of Work required under this IFB includes all labor, materials, equipment, and services. The price shall be not to exceed price of \$\_\_\_\_\_ for base year.

The Contract Documents for this Contract consist of this Agreement, and any Attachments or special conditions attached hereto, the Bid received, Document, All Addenda, Drawings, and/or Specifications, issued prior to execution of the Agreement between the Owner and Contractor, all change orders issued subsequent thereto.

The IFB submitted and any signed addenda shall be incorporated and become part of the agreement when signed by CCPRC.

The Contract is governed by CCPRC Procurement Policy, which may be obtained by request. CCPRC's Procurement Policy shall prevail over any conflicting provisions of the contract, including the special or supplementary conditions of the contract and the general conditions of the contract.

**ARTICLE 2**  
**DURATION OF CONTRACT**

The initial contract period shall start on *month/day, 2018* and shall terminate *one year period – see Article 3 below*. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period. CCPRC, at its discretion, may renew this Contract annually, up to four additional one year options, subject to satisfactory performance and determination that it will be in the best interest of CCPRC.

**ARTICLE 3**  
**PRICES, TERMS AND PAYMENTS**

Firm prices shall be proposed and include all handling, shipping and inside delivery charges to the destination shown herein unless otherwise indicated. The price specified shall include all taxes and duties of any kind levied by federal, state, municipal, or other governmental authority, which either party is required to pay with respect to the materials or services covered by this Agreement.

Out of state Contractors are required to complete form I-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding form.

- (a) **F.O.B. Delivery Point** - All prices bids must be F.O.B. delivery point and unloaded inside.

- (b) **TAXES:** Prices include all applicable state, local, and federal taxes.

**ARTICLE 4**  
**PAYMENT**

Payment will be made within thirty (30) days after products have been received, accepted and properly invoiced as indicated in contract and/or order. At a minimum, invoices shall contain the identity of the provider of the services, the date of the services, a description of the services, and any applicable taxes. Invoices must bear the contract number.

**ARTICLE 5**  
**WARRANTY**

Contractor warrants that its products and services will meet the intended purpose of the IFB. All work must be performed in accordance with all Federal and State Occupational Safety and Health Administration Standards. Owner reserves the right to inspect the equipment and work of the Contractor for the duration of the contract period.

**ARTICLE 6**  
**INSURANCE**

Prior to commencement of the project, the Contractor, at his expense, will procure insurance naming CCPRC as an additional insured on the liability coverage and furnish certificate as to such, certifying the coverage as follows:

- A. All such coverage required by statute or Park and Commission regulation Charleston County Park and the State of South Carolina.
- B. The Contractor shall maintain limits no less than the following:
  - 1. **GENERAL LIABILITY:** \$500,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$500,000 general aggregate limit.
  - 2. **AUTOMOBILE LIABILITY:** \$500,000 combined single limit per accident for bodily injury and property damage.
  - 3. **WORKERS' COMPENSATION:** Statutory limits are required by South Carolina state law, and employer's liability limits of \$100,000 per accident.
- C. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and acceptable to CCPRC.

**ARTICLE 7**

## NON-CONFORMANCE TO CONTRACT CONDITIONS

Owner may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Products shall be removed within five (5) calendar days by the Contractor at his expense and redelivered at his expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned, and Owner shall have the right to dispose of them as its own property. Upon verbal notice to do so, the Contractor shall immediately remove and replace such rejected merchandise at his expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Contractor being found in default.

### **ARTICLE 8**

#### INSPECTION, ACCEPTANCE AND TITLE

Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance for payment by Owner.

### **ARTICLE 9**

#### GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Contractor to notify the Owner at once, indicating in his letter the specific regulation which required an alteration. The Owner reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expenses to the Owner.

### **ARTICLE 10**

#### LEGAL REQUIREMENTS

Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the CCPRC Procurement Policy shall govern development; submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and the Owner and through its officers, employees and authorized representative, or any other person, natural or otherwise. Lack of knowledge by any bid shall not constitute a recognizable defense against the legal effect thereof.

### **ARTICLE 11**

#### ASSIGNMENT

Contractor shall not transfer, subcontract or assign the performance required by this bid and/or contract without the prior written consent of the Executive Director. Any Award issued pursuant to this bid and the monies which may become due hereunder are not assignable except with the prior written approval of the Executive Director.

### **ARTICLE 12**

## INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend the Owner, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of Contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this Offeror.

### **ARTICLE 13** QUALIFICATIONS OF CONTRACTOR

Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Owner reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Owner will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

### **ARTICLE 14** TERMINATION

If, in the opinion of Owner, Contractor fails to perform or deliver product, equipment or service after reasonable notice or the Contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract, the Owner reserves the right to cancel the Contract by means of written notification.

In the event that the Contractor is terminated under this Article, the Contractor shall not be entitled to any further payments under this agreement. Contractor agrees to pay owner the cost of obtaining other services. Contractor agrees to pay Owner, on demand, the full amount of such excess, including costs of collection, attorneys' fees, and interest thereon at the maximum legal rate of interest per annum until paid. Additionally, Owner shall have the right to terminate this Contract, by written notice, without Contractor being at fault, for any cause or for its convenience (including without limitation on public funds), and require Contractor to immediately stop work. In such event, Owner shall pay Contractor for the work actually performed in an amount proportionate to this Contract sum. Owner shall not be liable to Contractor for any other costs, nor for prospective, lost or anticipated profits on work not performed. Any default termination subsequently determined to have been erroneous, shall be treated as a termination for convenience.

#### A. For Convenience

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

B. For Default

If the Contractor refuses or fails to perform the services or any separable part thereof in a timely or workmanlike manner in accordance with the Contract, or otherwise fails, in the sole opinion of the Owner, to comply with any of the terms and conditions of the Contract deemed, in the sole opinion of the Owner, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract. In the event of a default under this section, the Owner shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

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

C. Termination for Non-Appropriation of Funds

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

D. Rights

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

**ARTICLE 15**

**NOTICE TO CONTRACTOR TO DELIVER**

No delivery shall become due or be acceptable without approval of the authorized representative designated at each facility unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Contractor may be given telephone notice, to be confirmed by an order in writing.

**ARTICLE 16**

**MODIFICATIONS**

Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change as outlined in Article 1.

**ARTICLE 17**  
**DISPUTES**

Disputes shall be resolved in accordance with CCPRC's Procurement Policy. Any litigation shall be in a court of competent jurisdiction (non-jury) in Charleston, South Carolina.

**ARTICLE 18**  
**PROMPT PAYMENT- SUBCONTRACTOR**

(1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the Work item within seven (7) Calendar Days of the Contractor's receipt of payment from the Owner. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when the Owner pays the Contractor for that Work item.

(2) The Contractor may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactorily completion of all work items of the subcontract" shall mean when the Owner pays the Contractor for the last work item of the subcontract. The Contractor must release to the subcontractor any retainage withheld within seven (7) Calendar Days from the date the Contractor receives payment from the Owner for the last work item of the subcontract.

(3) Prior to receiving payment of each monthly estimate, the Contractor shall certify to the Owner that the estimate is complete and that all subcontractors have been paid for work covered by previous estimates.

(4) Failure to comply with any of the above provisions shall result in one or more of the following sanctions:

- (1) no further payments to the Contractor unless and until compliance is achieved;
  - (2) the Contractor being placed in default; and/or
  - (3) the Contractor being declared delinquent.
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This Agreement entered into as of the day and year first written BELOW.

The two blocks below apply to the award action only.

AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the agreement, which consists of (a) the solicitation and your offer, and (b) this agreement award. No further contractual document is necessary.

NEGOTIATED AGREEMENT (Contractor is required to sign this document and return original to CCPRC.) Contractor agrees to furnish and deliver all items AND perform all work, requisitions identified in this agreement and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this agreement award, (b) the solicitation, and (c) the clauses, representations, certifications and specifications incorporated by reference in or attached to this agreement.

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AGREEMENT

OWNER

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Charleston County Park and  
Recreation Commission

Date

CONTRACTOR

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Name  
Company

Date