

GENERAL CONDITIONS

ABBREVIATIONS

In this section of the Bid/Contract, it typically refers to national organizations and standard-setting bodies such as the National Electrical Manufacturers' Association, the National Fire Protection Association, etc.

Since these organizations are often abbreviated in the specifications, it helps to spell out in the Bid/Contract what each abbreviation stands for.

The following listed abbreviations may be found in the Contract Documents:

1. AASHO: American Association of State Highway Officials;
2. ACI: American Concrete Institute;
3. ACRMA: Air Conditioning and Refrigerating Machinery Association;
4. AISC: American Institute of Steel Construction;
5. API: American Petroleum Institute;
6. ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers;
7. ASME: American Society of Mechanical Engineers
8. ASTM: American Society for Testing and Materials
9. AWMA: Aluminum Window Manufacturers' Association;
10. AWPA: American Wood Preservers Association;
11. AWPI: American Wood Preservers Institute;
12. AWS: American Welding Society;
13. AWWA: American Water Works Association;
14. BOCA: Building Officials Conference of America;
15. FIA: Factory Insurance Association;
16. IEEE: Institute of Electrical and Electronics Engineers;
17. FS: Federal Specification;
18. MSS: Manufacturers Standardization Society of the Valve and Fittings Industry;
19. NBS: National Bureau of Standards (Department of Commerce);
20. NEC: National Electric Code;
21. NEMA: National Electrical Manufacturers' Association;
22. NFPA: National Fire Protection Association;
23. SCCA: South Carolina Cement Association;
24. SPR: Simplified Practice Recommendation;
25. SSPC: Steel Structures Painting Council;
26. UL: Underwriters' Laboratories, Inc.;
27. USAS: USA Standard (designation of the USA Standards Institute)

Unless otherwise specifically provided, such abbreviations when used in connection with a standard, code, specification, or recommendation refer to the issue current as of the date of the specification or drawing containing such abbreviation.

ACCIDENTS

CONTRACTOR shall take all precautions necessary to protect the public against injury.

ADVICE

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

ACTS, LAWS, AND REGULATIONS

CONSULTANT will comply with "all applicable federal, state and local acts, laws, and regulations" and at a minimum comply with the acts and standards listed below as they relate to architectural and engineering services provided under this Agreement:

- (a) Americans with Disabilities Act (ADA);
- (b) Clean Air Act (42 U.S.C. 7401-7671q) CONTRACTOR will

report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)

- (c) Community Development Block Grant Program;
- (d) Contract Work Hours and Safety Standards Act;
- (e) Davis – Bacon Wage Requirements (when required for federal grant projects)
- (f) Department of Health and Environmental Control (DHEC)
- (g) Disabled and Vietnam veteran employment;
- (h) Drug Free Workplace Act;
- (i) Eligibility for employment under United States immigration laws;
- (j) Employment Eligibility Verification: prescribes policies and procedures requiring contractors to utilize the Department of Homeland Security (DHS), United States Citizenship and Immigration Service's employment eligibility verification program (E-Verify) as the means for verifying employment eligibility of certain employees.
- (k) Employment of the handicapped;
- (l) Employment of Workers with Disabilities;
- (m) Equal Employment Opportunity;
- (n) Environmental Protection Agency (EPA) regulations;
- (o) Fair Labor Standards (FLSA) Act;
- (p) Federal Labor Standards Provisions (Form 4010)
- (q) Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) CONTRACTOR will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)
- (r) Governmental price regulations/orders (as required by law, CONSULTANT will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project.
- (s) Maximum hours and minimum wages
- (t) Miller Act
- (u) Nondiscrimination Because of Age;
- (v) Occupational Safety and Health Administration (OSHA), (e.g., all materials and services furnished meet or exceed OSHA safety standards);
- (w) Prompt Payment 31 USC Chapter 39 and S.C. Code Ann §§ 29-6-10 through 29-6-60.
- (x) Statutes regarding qualification to do business;
- (y) Statutes prohibiting employment discrimination;
- (z) Walsh-Healey Public Contracts Act;
- (aa) 49 CFR PART 26 & 23 *DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM* and PART 21—NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION—EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.

AFFIRMATIVE ACTION

CONTRACTOR shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of

race, color, sex, national origin and/or physical handicap. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

AMENDMENTS

All amendments to and interpretations of this Agreement shall be in writing. Any amendments or interpretations that are not in writing shall not be recognized by the County or its agents. It is the CONTRACTOR'S responsibility to acknowledge receipt of amendments either by signing and returning one (1) original of the amendment by letter.

ANTI-KICKBACK PROCEDURES

a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to any Prime CONTRACTOR, General CONTRACTOR employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person," as used in this clause, means a corporation, partnership, and business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"General Contractor" as used in this clause, means a person who has entered into a contract with the County.

"General Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a Prime CONTRACTOR.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a General CONTRACTOR or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, means any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the Prime CONTRACTOR or a higher tier subcontractor.

b) The Anti-Kickback Act of 1986 (41U.S.C. 51-58) (the Act), prohibits any person from.

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a General CONTRACTOR to the County or in the contract price charged by a subcontractor to a General CONTRACTOR or higher tier subcontractor.

c) (1) CONTRACTOR shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When CONTRACTOR has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, CONTRACTOR shall promptly report in writing the possible violation. Such reports shall be made to the Contracting Officer and the County Attorney.

(3) CONTRACTOR shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

(i) offset the amount of the kickback against any monies owed by the County under the prime contract and/or

(ii) direct that the General Contractor/Vendor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c) (4) (ii) of this clause be paid over to the County unless the County has already offset those monies under subdivision (c) (i) of this clause. In either case, the General CONTRACTOR shall notify the Contracting Officer and the County Attorney when the monies are withheld.

(5) CONTRACTOR agrees to incorporate the substance of this clause, including paragraph (c) (5) but excepting paragraph (c) (1), in all subcontracts under this contract which exceed \$50,000.

ANTI-LOBBYING

The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended) states CONTRACTORS who apply or bid for an award of \$100,000 or more shall 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 U.S.C. § 1352. Each tier shall 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 recipient.

ASSIGNMENT OF CONTRACT

No contract may be assigned, sublet, or transferred without a written consent of the Director of Procurement.

AUDIT AND RECORDS

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Cost or pricing data.* If CONTRACTOR has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of CONTRACTOR's records, including computations and projections, related to—

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) *Availability.* The CONTRACTOR shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified, CONTRACTOR Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall

be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes

clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(d) CONTRACTOR shall insert a clause containing all the provisions of this clause, including this paragraph (d), in all subcontracts.

CHANGES

All changes and claims shall be in writing. The parties have right to make changes by written change order, with contract price and the time for completion being adjusted accordingly; and with the mutual acceptance by both parties

COUNTY may order changes in the work, the Contract sum and time for completion may be adjusted accordingly. All such orders and adjustments must be in writing and subject to the terms and conditions of this Contract. Claims by the CONTRACTOR for extra cost and time for completion must be made in writing substantiated by specifications, scope of work and a proposal and must be approved by COUNTY before executing the work involved.

CLEANING

When applicable, CONTRACTOR shall, at own expense, at all times keep the Home Owner's property and premises free from accumulation of debris, waste material, and rubbish, and at the completion of the work, shall remove tools, equipment and all surplus materials, debris, waste material, and rubbish and shall leave the property and premises in a neat and clean condition. If CONTRACTOR does not attend to such cleaning immediately upon request, COUNTY shall have the right to have this work done by others and deduct the cost therefor from the payment due CONTRACTOR hereunder.

COMPLETE DOCUMENTS

Plans, Attachments, Addendums, Change Orders, Specifications, Scope of Service/Work, General Conditions, Special Conditions, Requirements and all Supplementary Documents, will be essential parts of agreed on Contract and requirements occurring in one are as binding as though occurring in all.

CONTRACT ADMINISTRATION

The Manager of Procurement/Contracting Officer shall have the authority to act on the behalf of the County to make binding decisions with respect to this Agreement. Questions or problems arising after award of this contract shall be directed to the Manager of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina, 29204-1002. This Agreement may be non-exclusive.

COVENANTS AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

DEFAULT

In case of default, the County reserves the right to purchase any or all items in open market, charging CONTRACTOR with any excessive costs. Should such charges be assessed, no subsequent Proposals of the defaulting CONTRACTOR shall be considered until the assessed charge has been satisfied.

DEFECTIVE WORK

No payment, in whole or in part, shall be deemed a waiver of any defect in materials or workmanship, and the COUNTY reserves the right to withhold payment pending inspection of the work performed by CONTRACTOR. Notwithstanding payment by COUNTY of the sums due hereunder or failure of the COUNTY to discover or reject

defective material and workmanship, the CONTRACTOR shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract. The provisions of this article apply to work done by subcontractors as well as work done by direct employees of CONTRACTOR.

DEFINITIONS

a) Richland County Government hereinafter will be referred to as "County" or "Government."

b) "Contracting Officer" shall be the person occupying the position of the Manager of Procurement.

c) All references to days in this Agreement mean calendar days. All references to "shall", "must", and "will" are to be interpreted as mandatory language.

d) Request for Proposals, Bids, and Qualifications are procurement methods selected for pending acquisitions and will be referred to as "RFP", "RFB" or "RFQ".

e) "Person," as used in this Agreement, means a firm, company, entity, corporation, partnership, and business association of any kind, trust, joint-stock company, or individual.

f) "Prime contract," as used in this Agreement, means an Agreement or contractual action entered into by the County with CONTRACTOR for the purpose of obtaining supplies, goods, materials, equipment, construction or services of any kind.

g) "CONTRACTOR" as used in this clause, means a person, firm, company, entity, corporation, partnership, and business association of any kind; trust, joint-stock company, or individual who is licensed by the South Carolina Department of Labor, licensing and Regulations as a Contractor and General Contractor to provide goods, supplies, materials, equipment, and construction.

h) "CONTRACTOR'S Employee," as used in this clause, means any officer, partner, employee, or agent of a CONTRACTOR.

i) "Confidential Information" as used in this AGREEMENT shall mean any and all technical and non-technical information and proprietary information of the COUNTY (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to CONTRACTOR which is treated by COUNTY as confidential or proprietary including, without limitation, Research Materials and Developments (defined below), formulations, techniques, methodology, assay systems, formulae, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with CONTRACTORS and employees, business plans and business developments, information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of COUNTY, and any other confidential information about or belonging to COUNTY'S suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

j) "Subcontract," as used in this clause, means an Agreement or contractual action entered into by the CONTRACTOR with Subcontractor or any third party for the purpose of obtaining supplies, materials, equipment, construction or services of any kind under this AGREEMENT.

k) "Subcontractor," as used in this clause, (1) means any third party, person, firm, company, entity, corporation, partnership, and business association of any kind, trust, joint-stock company, or individual other than the CONTRACTOR, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this agreement or a subcontract entered into in connection with CONTRACTOR and with the COUNTY and (2) includes any third party, person, firm, company, entity, corporation, partnership, and business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services or general supplies to the CONTRACTOR or a higher tier Subcontractor.

DISCUSSIONS

CONTRACTOR shall not attempt to negotiate with the using

department or when applicable, the Homeowner or other parties, and shall not discuss any aspects of the procurement without prior written approval of the Manager of Procurement.

DISPUTE RESOLUTION

The parties agree utilize the "escalation clause" by elevating the dispute upward in the County and utilizing the requirements established by the Richland County Government Code of Ordinances.

DOCUMENTATION AND PROJECT COMPLETION

Upon completion of the project, CONTRACTOR shall furnish, at no extra charge all closeout documentation as it relates to the project and the AGREEMENT, including:

Warranties and/or guarantees,
Final affidavit or release and waiver of all liens from subcontractors
Consent of Surety for final payment Minority Reports (when required); Project-related training materials and/or training plan;
Any licensing;
Contracted or plan for tech support, when appropriate;
Statement of project final completion and acceptance;
All required deliverables.

CONTRACTOR shall level, re-sod, and place in condition any grounds which are damaged by CONTRACTOR prior to release of final payment.

The County, Contracting Officer and the Contracting Officer's Representative will recognize each project as complete only upon written confirmation. County will assess project completeness using contemporary best (practical) construction and other trades practices and evaluation criteria.

CONTRACTOR, individually and on behalf of its subcontractors, material, and workers hereby waives and agrees to indemnify and save harmless the COUNTY and, when applicable, Home Owner's from all attachments, claims, and liens against COUNTY and Home Owner's property by reason of labor or materials or both, furnished for the work under this CONTRACT.

DRUG FREE WORKPLACE ACT

The Contractor agrees to comply with the requirements set forth in Title 44, Code of laws of South Carolina, 1976, Chapter 107, and shall apply to all Procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of any agreement. The Contractor must further provide the County with a statement of a Drug Free Workplace for any Procurement for the US Department of Housing and Urban Development Residential Rehabilitation and other federal granting agencies.

ENERGY CONSERVATION

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ENVIRONMENTAL HAZARDS

CONTRACTOR shall be responsible for the notification to the COUNTY of the discovery of the presence of hazardous, toxic, or similar materials in any form at the Project site. However; CONTRACTOR shall only have the responsibility to notify the COUNTY of the discovery, of the presence of hazardous toxic or similar materials in any form at the Project site. The COUNTY will be responsible for the handling, removal, transportation, and disposal of or exposure to hazardous, toxic, or similar materials in any form at the project site.

In the event CONTRACTOR'S services as identified in this Agreement include, an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve CONTRACTOR of its contractual obligation to, in accordance with the standard of care identified herein, conduct reasonable research and/or study to "discover" such materials in connection with such services.

EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin; and to take affirmative action to employ and treat employees without regard to such factors. CONTRACTOR will provide information and submit reports on employment at COUNTY'S requests.

FORCE MAJEURE

CONTRACTOR shall not be liable for any excess costs if the failure to perform the Agreement arises out of cause beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

In every case the failure to perform must be beyond the control of both CONTRACTOR and Subcontractor and without fault or negligence of neither of them.

FURNISHED DATA

All data and materials, records, reports, files, negatives, models, photographs, or other COUNTY furnished property shall remain the exclusive property of the COUNTY.

CONTRACTOR agrees by executing this Agreement that such COUNTY property will be used for no purpose other than for work for COUNTY under this Agreement.

CONTRACTOR shall sign and deliver written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, all such property shall be returned to the COUNTY.

GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement that is not disposed of by Agreement between CONTRACTOR and the COUNTY shall be decided in accordance with the then current ordinances of Richland County Government which remedy shall be exclusive, subject only to any right of judicial review.

GRATUITIES

COUNTY prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. CONTRACTOR or its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to the employees of COUNTY.

GUARANTEE

CONTRACTOR shall guarantee all workmanship and materials utilized in and for this contract being furnished for a period of not less than one year after the final inspection and acceptance of the deliverables. When defects of faulty material is discovered during the guaranteed period, the CONTRACTOR shall, immediately, upon notification by the County, proceed at own expense, to repair or replace the same, together with any damage to all the finished deliverables that may have been damaged as a result of omission and/or workmanship.

IMPROPER INFLUENCE

The Contracting officer is the person occupying the position of the Manager of Procurement. The Contracting Officer shall appoint, in writing, a technical representative to help him monitor performance. This individual shall be a County employee and hereinafter referred to as the Contracting Officer Representative (COR). The Offeror must use this chain of communications at all times on all aspects of this contractual relationship.

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Contracting Officer is hereby prohibited. Violation

of this provision may result in suspension or debarment. Aggrieved Offerors are encouraged to use the County policy on any matter related to this contract.

INDEMNIFICATION

Contractor shall indemnify and hold harmless the COUNTY and the COUNTY's agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from performance of the Work defined herein, but only to the extent caused or contributed to by the acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Upon request of the COUNTY, CONTRACTOR shall, at no cost or expense to the COUNTY, defend any suit asserting a claim for any loss, damage or liability specified above, and CONTRACTOR shall pay any cost and attorneys' fees that may be incurred by the COUNTY in connection with any such claim or suit or in enforcing the indemnity granted above.

INDEPENDENT CONTRACTOR

It's understood that the CONTRACTOR'S relationship with the COUNTY for the purpose of this Agreement is that of an Independent CONTRACTOR, and nothing in this Agreement is intended to, or should be construed to; create a legal partnership, joint venture or active employment relationship with the COUNTY. CONTRACTOR will not be entitled to benefits which the COUNTY may make available to its employees. CONTRACTOR is solely responsible for, and will file, in a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and work; for supplies, goods, equipment, tools and receipt of fees under this Agreement. CONTRACTOR is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services and work under this Agreement. No part of CONTRACTOR'S compensation will be subject to withholding by COUNTY for the payment of any social security, federal, state or any other employee payroll taxes. OWNER will regularly report amounts paid to CONTRACTOR by filing Form 1099 and any other information with the Internal Revenue Service as required by law.

It's understood that this is not an exclusive contract with the COUNTY and CONTRACTOR may work from time to time for other clients.

INSPECTIONS

All parts of the work shall be subject to inspection and test; if CONTRACTOR covers up work required and agreed to be inspected prior to such inspection; the work must be uncovered and replaced at CONTRACTOR'S expense.

Failure to inspect or waiver of inspection does not relieve the CONTRACTOR of its obligations under the contract. Upon discovery of defective or nonconforming work, the County may either

- require the Contractor to correct the work at CONTRACTOR'S expense;
- perform the work and recover the cost therefor from the CONTRACTOR; or
- accept the defective work and make an equitable reduction in the contract price.
- County will withhold payment pending inspection of all work and services.

INSURANCE

CONTRACTOR shall be responsible for any damages resulting from its activities. CONTRACTOR shall pay for all such damage. Prior to commencing work hereunder, CONTRACTOR, at their own

expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the State of South Carolina Statute, and minimally the below listed coverage's.

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher.

The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the COUNTY, but regardless of such acceptance, it shall be the responsibility of to maintain adequate insurance coverage at all times. A breach of the insurance requirements is material.

Failure of CONTRACTOR to maintain insurance coverage shall not relieve CONTRACTOR of their contractual obligation or responsibility hereunder.

The information described herein sets forth-minimum coverage's and limits and is not to be construed in anyway as a limitation of liability on Contractor.

(a)	Public Liability Amount	Bodily Injury Liability
	Any One Person	Any One Casualty
	\$100,000	\$250,000
	Property Damage Liability	
	\$100,000	\$250,000
	Automobile Injury Liability (whether owned or non-owned)	
	\$50,000	\$100,000
	Automobile Property Damage Liability (Whether owned or non-owned)	\$50,000 \$100,000
	Dishonesty Bond	\$5,000.00

CONTRACTOR shall obtain, maintain and provide the COUNTY with such Public Liability and Property Damage insurance and Dishonesty Insurance as shall protect CONTRACTOR, their Subcontractors, and when applicable, the Home Owner and COUNTY from claims for damages for personal injury, including accidental death, as well as for claims for property damage which might arise from operations under this Agreement, whether such operations be by CONTRACTOR, or its Subcontractors, or by any one directly employed by CONTRACTOR.

Workers Compensation and Employers Liability Insurance:

A workers compensation policy that specifies South Carolina coverage ("Other States" only is unacceptable), and an employer's liability policy with limits of per accident/per disease. It shall waive subrogation against the COUNTY, its officials, employees, temporary and leased workers and volunteers.

Certificate of Workers Compensation and Employers Liability Insurance:

The certificate shall indicate South Carolina coverage and the limits of the employer's liability coverage. It shall affirm the policy contains a waiver of subrogation against the COUNTY, its officials, employees, temporary and leased workers and volunteers. It shall provide evidence of compliance with the requirements in Cancellation.

Cancellation, Non-renewal, Reduction in Coverage and Material Change:

The CONTRACTOR shall provide the COUNTY thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material change in the policy.

E. Certificate Recipient:

All original certificates of insurance shall be sent to:

Richland County Procurement and Contracting
Attn: Manager of Procurement

INTELLECTUAL PROPERTY

Intellectual Property is all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs; including all documentation, related listings, design specifications, and flowcharts, trade secrets, and any inventions including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.

Offeror and its subcontractors hereby agrees to share with the County all worldwide right, title and interest in and to Intellectual Property created, made, conceived, reduced to practice or authored by Offeror for the County, or any persons provided by Offeror either solely or jointly with others, during the performance of the Agreement or with the use of information, materials or facilities of the County received by Offeror during the term of any Agreement entered between the County and Offeror.

The County shall be free to make, have made, use, offer for sale, sell, modify, translate, and import products utilizing the Intellectual Property developed for and assigned to the County. The County agrees to release Offeror, its subcontractors, agents and employees from liability arising from the County's offer for sale, sale, modification, translation and importation of products utilizing the Intellectual Property developed for and assigned to the County in its entirety.

Offeror shall promptly disclose to OWNER all Intellectual Property created by Offeror for any assigned project during the term of this Agreement.

Offeror shall execute or cause to be executed, all documents and perform such acts as may be necessary, useful or convenient to secure or enforce for the County's statutory protection including patent, trademark, trade secret or copyright protection throughout the world for all Intellectual Property assigned to OWNER pursuant to this section.

In addition, any Intellectual Property which qualifies as a work made for hire under the U.S. copyright laws shall be a work made for hire and shall be owned by the County. Offeror shall either:

(a) provide OWNER with a copy of a written Agreement with each of its employees and outside consultants prior to their working hereunder through which all rights to Intellectual Property created, made, conceived, reduced to practice or authored by Offeror's employee(s) within the scope of employment by Offeror in the performance of any Agreement are owned by Offeror and thereby subject to the preceding assignment; or

(b) require that the persons (employees or outside consultants and subcontractors) it provides to perform the services under this Agreement shall execute an instrument assigning such Intellectual Property to the County prior to commencing work under of an Agreement and provide County with a copy.

CONTRACTOR shall retain ownership of all Intellectual Property clearly documented as having been made solely by Offeror prior to the date of an Agreement and expressly excluded from this Agreement in an attachment hereto.

MATERIALS AND SUPPLIES

Materials incorporated into the work shall be new and of good quality. The COUNTY may specify certain materials be of a particular type or from a particular manufacturer and may direct the CONTRACTOR to furnish evidence as to the kind and quality of materials to be furnished, including samples. The CONTRACTOR must apply in writing for permission to substitute one item for another. The CONTRACTOR is responsible for acquisition of and payment for all materials, supplies, etc.,. In the event certain items are designated as being furnished by the COUNTY, the CONTRACTOR will provide appropriate storage facilities and will protect the items in the same

manner as if they were to be furnished by the CONTRACTOR.

NON-APPROPRIATIONS

Any Agreement entered into by the COUNTY shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

- notice may be by means other than those listed, other than oral;
- parties must acknowledge the receipt of any notice delivered in person;
- Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and
- either party may change its address by written notice within ten (10) calendar days to the other.

COUNTY:
Richland County Government Procurement and Contracting
Attn: Manager of Procurement
2020 Hampton Street, Suite 3064 (Third Floor)
Columbia, SC 29204-1002

OTHER WORK

It is understood that work not covered by this contract may be performed by the COUNTY or others in the same area that must be occupied by the CONTRACTOR. In such event, the CONTRACTOR shall fully cooperate with the COUNTY and such others and shall properly connect and coordinate his work with theirs. It is also understood that the COUNTY may occupy the premises during performance of work by the CONTRACTORS hereunder and that such occupancy shall not constitute acceptance of the work by the COUNTY.

PATENT

CONTRACTOR shall hold the COUNTY, its officers, employees, and agents, harmless from liability of any nature or kind whatsoever, on account of use by the publisher or authorized agent or manufacturer, and any copyrighted/un-copyrighted composition, secret process, article or application furnished or used under this Agreement.

PAYMENT

CONTRACTOR shall be compensated by COUNTY for providing the services described in the Notice to Proceed on the following basis:

CONTRACTOR will be paid as authorized on any individual Notice to Proceed and as approved by the Contracting Officer Representative according to the mutually agreed on price, cost, or fee.

Additional work requirements will be at the agreed on amount which may from time to time be modified upon mutual Agreement of the parties.

The COUNTY is not required to pay CONTRACTOR for training and/or orientation sessions.

CONTRACTOR should invoice COUNTY for services rendered; under provisions of the Prompt Payment Act payment terms for "Net 30 days" the COUNTY will make every attempt to satisfy the payment request within thirty calendar days as of receipt of invoice by the Contracting Officer for work confirmed as accepted and meeting the standard of quality to which agreed.

The COUNTY may pay interest to CONTRACTOR at a rate equal to **one percent** per month on sums, which the COUNTY fails to remit

to CONTRACTOR on any undisputed portions within thirty calendar days from date of County's receipt of a valid and correct invoice (as determined by the County) on any unpaid amount for each month or fraction thereof, that such payment is delinquent due no fault of CONTRACTOR.

Invoices shall be submitted for the amount of work carried out and approved as accepted. Invoices submitted for payment for services provided under this Agreement, shall contain as a minimum:

- Name of business concern;
- Agreement number;
- Project number;
- Cost/price of services actually delivered;
- Name; title; telephone number and complete mailing address of responsible official to whom payment is to be sent;
- with the submission of any application for payment, CONTRACTOR must submit a schedule (detail information and breakdown by percentages of services or work for which invoicing) for the various parts of the work accomplished;
- Payment does not constitute acceptance of defective or nonconforming work or work with errors or omissions or otherwise relieve CONTRACTOR of any obligation by rule or law and/or under the Agreement;
- The COUNTY may dispute the value and quality of the work in question;
- The COUNTY shall have the right to withhold payments from CONTRACTOR due to actual or prospective loss due to defective or nonconforming work;
 - i. damage or cost for which CONTRACTOR is liable;
 - ii. amounts representing CONTRACTOR'S inability to complete the work or breach of any terms or conditions of the Agreement

PERMITS

CONTRACTOR must comply with all applicable requirements for permits for the contracted project and at a minimum must comply with:

- CONTRACTOR shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law (unless COUNTY elects to procure and pay for same), and shall deliver all proof of compliance to the COUNTY.
- CONTRACTOR shall report to COUNTY any aspect of noncompliance of specifications, requirements, and other Agreement documents with the law.
- If CONTRACTOR cannot procure necessary permits, COUNTY may cancel the Agreement without liability or may procure the permits and deduct the cost thereof from the Agreement price (only at the discretion of the Director of Procurement/Contracting Officer).
- *CONTRACTOR at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Agreement.*
- Standards of service, construction, repair and remodeling must be in accordance with the current building codes standards. The County has adopted the 2006 International Building, Mechanical, Plumbing, Fire, Energy Conservation, 2003 ANSI A 117.1 (accessibility) and the 2008 National Electric Code.

PROHIBITION OF GRATUITIES

Amended Section 8-13-720 of the 1976 Code of Laws of South

Carolina states:

"WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220.

The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."

PROJECT ORGANIZATION

It is expected that CONTRACTOR will be dealing with various members of the COUNTY'S Staff during the course of this Agreement. To establish a clear line of communications, a Contracting Officer Representative (COR), will be assigned and who shall be appointed to oversee and coordinate most aspects of the work and services.

The COR shall be the focal point of contact with CONTRACTOR'S representatives.

PROTECTION OF PROPERTY AND PERSONS

CONTRACTOR will adequately protect work or service performed hereunder from damage, will protect the Owner's property from injury or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The contractor will assume full responsibility for all CONTRACTORS tools and equipment and all materials to be used in connection with the completion of the work.

PUBLICITY RELEASES

CONTRACTOR agrees not to refer to award of this Agreement in commercial advertising in such manner as to state to imply that the products or services provided are endorsed or preferred by the Home Owner or the COUNTY.

QUALIFICATIONS

CONTRACTOR must be regularly established in the business called for, and who by executing this Agreement certifies that they are financially capable and responsible; is reliable and have the resources, ability and experience, to include, the facility and personnel directly employed or supervised by them to complete assignments awarded under this Agreement.

CONTRACTOR certifies that they are able to render prompt and satisfactory service in the volume called for under this Agreement.

COUNTY may make such investigation, as deems necessary to determine the ability of CONTRACTOR to perform the work.

CONTRACTOR shall furnish to the COUNTY all such information and data as the COUNTY may request, including, if requested, a detailed list of personnel which CONTRACTOR proposes to use, and a detailed description of the method and program of the work CONTRACTOR proposes to follow.

The COUNTY reserves the right to terminate, if anytime throughout the term of this Agreement the evidence submitted by, or investigation of, CONTRACTOR fails to meet all requirements as stipulated or satisfy the COUNTY that CONTRACTOR is properly qualified to carry out the obligations of the Agreement and to complete the work.

QUALITY OF PRODUCT

CONTRACTOR shall render the services consistent with the standard of care, quality, skills and diligence exercised by members of the same profession providing similar services under similar conditions at the time the services are to be performed. CONTRACTOR'S standard of care, quality, skills and diligence shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

RESPONSIBILITY

CONTRACTOR agrees that the contract price specified herein is based on Contractor's examination of the site and that will make no claim for additional compensation if the conditions encountered differ from those anticipated by such examination.

CONTRACTOR shall certify that they have fully acquainted themselves with conditions relating to the scope, and restrictions attending the execution of the work and services under the conditions of this Agreement. The failure or omission of CONTRACTOR to acquaint themselves with existing conditions shall in no way relieve CONTRACTOR of any obligation with respect to this Agreement.

RIGHTS OF OWNERSHIP

Except for CONTRACTOR'S proprietary software, materials, tools, proprietary all data, images, materials, documentation (including electronic files or documents), and applications generated and prepared by or exclusively for the COUNTY and or Home Owner pursuant to any Agreement shall be shared by the COUNTY and CONTRACTOR.

CONTRACTOR shall not sell; give; loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, property, valuables, goods, equipment, supplies or developments created specifically by or for the Home Owner and or COUNTY under this Agreement, without the written consent of the COUNTY. Any external requests to procure these data or materials must be forwarded to the COUNTY.

Without COUNTY'S prior written approval, CONTRACTOR shall not publish or use any advertising, sales promotion or publicity matter relating to services, equipment, materials, products and reports furnished by CONTRACTOR wherein the names of the Home Owner or the COUNTY, its subsidiaries, and/or affiliates are mentioned or their identity implied.

SAFETY REGULATIONS

The CONTRACTOR and its employees will observe the COUNTY'S general safety rules and the area safety rules in the area in which they are working which will include the following:

- a. Smoking -- Absolutely no smoking will be permitted except in authorized smoking areas. Any CONTRACTOR violating this rule shall be asked to leave the premises and may forfeit payment for work up to that point.
- b. Personal Protective Equipment -- The CONTRACTOR will observe all reasonable requirements and be held responsible for furnishing to his employees any items of personal protective equipment which may be necessary for the safe performance of the work (safety glasses, hard hats, etc.).
- c. Excavations and Barricading -- The CONTRACTOR will be expected to use proper barricading, ropes, warning signs, and other such devices wherever excavating, performing overhead work, hoisting, opening pits or trenches or the like is in progress. CONTRACTOR will also keep all aisles and roadways clear, and at no time obstruct passageways to existing emergency equipment such as showers, eye-wash fountains, fire blankets, hoses, alarm boxes, extinguishers, shut-off valves and switches, etc.
- d. CONTRACTOR is expected to supply fire extinguishers and other fire-fighting equipment in or near the work area is required by the state and federal regulations.
- e. A welding or cutting permit may have to be obtained from local management; where required, the CONTRACTOR will request all such permits in advance of performing the work. Cylinders not in use will not be on work site.
- f. Good housekeeping conditions will be maintained at all times. The CONTRACTOR is responsible for cleanup and disposal of debris, the proper storage of materials, keeping his work areas clean and free of tripping hazards and whenever necessary the daily removal of trash and other waste.
- g. Contractor will not store any equipment, tools, supplies, goods or materials on or in the Home Owners property. Contractors will not, under any circumstances leave unattended any containers of combustible (or flammable) liquids such as gasoline, fuel oils, paints,

thinners, etc.

i. CONTRACTOR will not manipulate any switch controls, valves or instruments without the advance approval of the County. CONTRACTOR will request advance permission before undertaking any work on piping distribution systems, utility lines entering tanks, sewers, or vessels and as necessary for any work in or near special or hazardous operations.

CONTRACTOR is responsible for the subcontractors' compliance with safety procedures; CONTRACTOR'S must provide access by County's safety personnel to CONTRACTOR'S plans, specifications, and work schedules. The COUNTY will conduct periodic safety inspections.

The COUNTY will have the right to stop work in the event of CONTRACTOR'S failure to comply with safety requirements or to correct violations, without compensation for time lost; CONTRACTOR must maintain accident and injury records; be in compliance with the Occupational Safety and Health Act (OSHA) and other safety laws and regulations;

The CONTRACTOR is responsibility for performance of work at own risk; for prohibition of smoking except in authorized areas; use of alcohol and drug abuse and use during work and on Home Owner's property; furnishing of personal protective equipment; use of proper barricading and signs and maintenance of clear paths to emergency equipment; good housekeeping conditions; storage of flammable liquids; obtaining permission for and proper use of explosives; obtaining permission for work on systems in or near special or hazardous operations and notification of upon discovery of hazardous materials at the site.

SECURITY – COUNTY'S RULES

In consideration of the security responsibility of the COUNTY, the Contracting Officer and designee reserves the right to observe CONTRACTOR operations and inspect the related areas. Moreover, CONTRACTOR agrees to abide by any and all of the COUNTY'S rules and regulations, procedures and General Orders, as well as any directives by the COUNTY Council, Administrator, Contracting Officer or designee regarding CONTRACTOR performance when operating on or in Home Owner's property under the terms and conditions of this Agreement.

CONTRACTOR agrees to provide the names of employees assigned to work in and on the Home Owner's property and that the COUNTY may make criminal background record checks, and COUNTY may require CONTRACTOR to provide criminal background record checks.

The Contracting Officer or designee reserves the right to require the CONTRACTOR and all of CONTRACTOR'S employees and subcontractors accessing COUNTY'S or Home Owner's property to have CONTRACTOR and/or the COUNTY'S identification with photograph, name, and position of the employee at CONTRACTOR sole expense.

CONTRACTOR must issue photo identification cards (identifying the person with CONTRACTOR and or the (COUNTY) if requested by the COUNTY and require it to be worn by its employees (or anyone associated with CONTRACTOR) whenever they are present on or in the COUNTY'S and Home Owner's property.

Persons not previously screened for admittance shall not be admitted on or in the COUNTY'S and Home Owner's property without proper notification and authorization from the Contracting Officer or designee.

CONTRACTOR is responsible for identifying fire escape routes to its employees, subcontractors (and to anyone associated with CONTRACTOR) in or on COUNTY'S and Home Owner's property.

CONTRACTOR employees and subcontractors shall comply with the COUNTY'S written policies and procedures relating to COUNTY security and safety requirements. CONTRACTOR and their employees and subcontractors shall also comply with all of the Federal, State and COUNTY rules concerning the use of the working areas.

CONTRACTOR and any of their representatives shall report any unusual occurrences immediately to the Contracting Officer or designee. It shall be the responsibility of CONTRACTOR to secure and

insure safety of any assigned areas before exiting the Home Owner's property, unless notified in writing by the Contracting Officer or designee to do otherwise.

CONTRACTOR is further responsible for:

- CONTRACTOR must Comply with various rules and regulations so as not to unreasonably encumber the premises;
- Noninterference with the COUNTY'S activities or work of other Contractors;
- Compliance with County rules regarding signs, advertisements, smoking, and taking pictures on COUNTY and Home Owner's property, etc.;
- CONTRACTOR and employees or subcontractors must not use of intoxicating beverages on COUNTY or Home Owner's property;
- Enforcement of discipline and good order among the CONTRACTOR'S employees and subcontractors;
- Erection of temporary buildings or utilities;
- Use of lands for rights-of-way purposes;

SERVICES

Any deviation from the agreed on required services, and indicated herein must be clearly pointed out, otherwise, it will be considered that the required services offered are in strict compliance with the requirements and services, and CONTRACTOR shall be held responsible therefore. Deviations must be explained in detail and accepted by both parties prior to implementation.

SEVERABILITY

If any term and provision resulting from this Agreement shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remained of said Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

STATEMENT OF COMPLIANCES AND ASSURANCES

CONTRACTOR certifies in writing its compliance with all applicable federal and state laws/regulations and COUNTY ordinances to include;

- a. Assurance of non-collusion and understanding and acceptance of any and all provisions stated in this Agreement.
- b. The statement of Compliance and Assurance, along with other statements and certification shall be part of this Agreement.

SOUTH CAROLINA LAW CLAUSE

CONTRACTOR must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state.

Notwithstanding the fact, that applicable statutes may be authorized and/or licensed to do business in this state, by signing this Agreement, CONTRACTOR agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State/County.

SUBCONTRACTS

CONTRACTOR shall not subcontract work hereunder without the prior written consent of the COUNTY, and any such subcontract without consent of the COUNTY shall be null and void.

If CONTRACTOR proposes to subcontract any of the work hereunder, it shall submit to the COUNTY the name of each proposed Subcontractor(s), with the proposed scope of work, which its Subcontractor is to undertake.

The COUNTY shall have the right to reject any Subcontractor, which it considers unable or unsuitable to satisfactorily perform. CONTRACTOR shall not enter into any cost reimbursable Agreements with any proposed Subcontractor without COUNTY'S prior written authorization.

Notwithstanding any consent by the COUNTY to a proposed subcontract, CONTRACTOR shall remain responsible for all subcontracted work and services.

CONTRACTOR agrees it shall be as fully responsible to the COUNTY for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by CONTRACTOR.

Neither this provision, this Agreement, the COUNTY'S authorization of CONTRACTOR'S Agreement with Subcontractor, COUNTY'S inspection of a Subcontractor's facilities, equipment or work, or any other action taken by the COUNTY in relation to a Subcontractor shall not create any contractual relationship between any Subcontractor and the COUNTY.

CONTRACTOR shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the COUNTY before commencement of any work by a Subcontractor. CONTRACTOR'S violation of this provision shall be grounds for the COUNTY'S termination of this Agreement for default, without notice or opportunity for cure.

In addition, CONTRACTOR indemnifies and holds the COUNTY harmless from and against any claims (threatened, alleged, or actual) made by any Subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the COUNTY to investigate, defend, or settle any such claim.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TAXES

All taxes must be included in the contract price/cost, such as federal, state, and local:

- sales;
 - use;
 - excise;
 - transportation;
 - privilege; and
 - occupational taxes; or
 - taxes, contributions, and premiums imposed upon or measured by Contractor's payroll.
- Taxes to be paid by the COUNTY must be identified and submitted with a full explanation.
- The County must be indemnified against any liability for such taxes, with the right to withhold from Contractor amounts sufficient to satisfy such taxes if Contractor fails to indemnify County.

- It is the Contractor's duty to promptly pay all sales, excise, and other taxes and to ensure that subcontractors promptly pay all applicable unemployment, social security, and workers' compensation taxes.
- If the contract sum includes a tax not required to be paid, Contractor will take steps to secure a refund for County.

TERMINATION

The COUNTY shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving thirty- (30) calendar day's written or telegraphic notice. Upon receipt of any termination notice, CONTRACTOR shall immediately discontinue services on the date and to the extent specified in the notice.

CONTRACTOR shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by COUNTY to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement or Agreement Release.

The COUNTY or CONTRACTOR may also cancel or terminate this Agreement in whole or in part by thirty (30) calendar day's written, electronic or telegraphic notice to either party:

if CONTRACTOR shall become insolvent or make a general assignment for the benefit of creditors; or

if a petition under the Bankruptcy Act is filed by CONTRACTOR; or

if CONTRACTOR becomes involved in some legal proceedings that in the opinion of COUNTY interfere with the diligent, efficient performance and satisfactory completion of the services; or

if CONTRACTOR fails to make delivery of or to perform the services within the time specified or any authorized extension thereof.

If in the event this Agreement is terminated or canceled upon request and for the convenience of either party without the required thirty (30) calendar days advance notice; both parties shall negotiate reasonable termination costs, if applicable.

If in case of default, the COUNTY reserves the right to purchase any or all items in open market, charging CONTRACTOR with actual costs. Should such charges be assessed, no subsequent proposals or bids of the defaulting CONTRACTOR shall be considered.

TITLE AND RISK OF LOSS

Title to all completed or partially completed work on the Home Owner's property and to all materials to be incorporated in the work to include; stored property must be made to the and in the name of the County.

Notwithstanding the foregoing, and prior to acceptance of the completed work by the County, CONTRACTOR agrees to accept the entire risk of loss to the work being done and materials to be incorporated in the work stored off site, from any cause whatsoever until the work has been completed and accepted by County.

WARRANTIES AND GUARANTEES

CONTRACTOR must obtain all possible manufacturers' warranties for equipment, materials, etc., and to assign such warranties to the County upon acceptance of the work. Other typical warranties and guarantees given by the Contractor include the following:

CONTRACTOR must provide written guarantee and warranties that all materials and equipment is new (unless otherwise specified), and free from defects in titles.

All work by CONTRACTOR will be done in a competent, workmanlike

manner and remain free of defects in workmanship and materials for a period of one year from the date of acceptance (or such other date as agree on in writing). Work found to be defective within one year (or agreed on written period) after acceptance shall be promptly corrected within thirty calendar days after written notice from the County.

If Contractor fails to correct defective work within thirty calendar days of notice by the COUNTY, COUNTY may correct the work and charge the CONTRACTOR therefor. Contractor may be responsible for damages to other property or work occasioned by its breach of warranties.