



CHARLESTON COUNTY PARK & RECREATION COMMISSION

**861 Riverland Drive
Charleston, South Carolina 29412**

**CONTRACT FOR REPAIRS/RENOVATIONS
(PROJECTS OF LIMITED SCOPE)**

AGREEMENT

entered this **month,date,year**

Between

CONTRACTOR: Company:
 Address:
 Name:
 Phone:
 Email:

and

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

CCPRC'S PROJECT NUMBER: 2026-010

PROJECT: **Boardwalk Replacement at Beachwalker County Park**

ARTICLE 1

SCOPE OF WORK

The Contractor acknowledges that it has thoroughly examined and understands the requirements issued by the Charleston County Park and Recreation Commission ("CCPRC") for work to include, but not be limited to, replace boardwalk at Beachwalker County Park (BWCP). The general scope of work is attached, and the contractor agrees that services which are reasonably required to complete the project are included in the contractor's lump sum fee.

List any additional documents here. (In the case of any ambiguities, CCPRC's contract and Agreement is governed by the CCPRC Procurement Policy will apply)

ATTACHMENT: IFB and Contractor's Bid Form

ARTICLE 2

DURATION OF CONTRACT

The initial contract period shall start on the date of this Agreement. All prices, terms and conditions shall remain unchanged for the initial period of the Contract and for any additional period, unless subject to an approved change order. **All work shall be completed by March 1, 2026.**

ARTICLE 3

PAYMENT

Contractor agrees to complete all work reasonably required to meet the intent of the work for: the lump sum price in the **not to exceed total Dollars (\$)**. No reimbursable expenses are anticipated. Terms are net thirty (30) days. 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. 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. If the letter of authorization accompanying these terms and conditions allows the payment of "reimbursables", they shall be paid at Contractor's actual cost and subject to audit by CCPRC.

(a) TAXES: Prices include all applicable state, local, and federal taxes.

ARTICLE 4

TERMS AND CONDITIONS

These terms and conditions and the accompanying letter of authorization constitute the entire contract between CCPRC and Contractor. Any changes to this agreement shall be signed by both parties in writing. Except as stated in the immediately

preceding sentence, it is a condition of this contract that any provision printed or otherwise contained in any previous or contemporaneous sales order issued by Contractor or acknowledgment hereof which are inconsistent or in addition to the terms and conditions herein stated shall have no force or effect and shall not constitute any part of this contract. CCPRC reserves the right to change or alter any quantities or scope of work by written change order. Oral modifications will not be permitted.

ARTICLE 5

RISK OF LOSS, WARRANTY AND INDEMNIFICATION.

Contractor assumes all risks in furnishing the material and damage to the work ordered hereunder until final delivery and acceptance or completion of work, whichever occurs last. Contractor warrants that all goods and services provided under this agreement shall be provided and performed in a timely, good, adequate, and workmanlike manner. The contractor warrants that all goods shall be new unless otherwise specified and of good and merchantable quality. The contractor shall repair or replace, at CCPRC's option, any non-conforming or defective work CCPRC discovers within one year of final payment. Contractor shall be liable to and shall indemnify CCPRC for any added costs, loss, damages, claims, expenses or royalties CCPRC incurs as a result of, arising out of, or incurred in connection with the performance or nonperformance of this Agreement, including actual attorneys' and experts' or consultants' fees incurred in good faith, except when arising from CCPRC's sole negligence.

ARTICLE 6

DELIVERY AND COMPLETION

Time is of the essence in this Agreement. Should completion for any reason fail to be timely, Contractor shall be liable for all damages suffered by CCPRC as a result of such failure. Failure to furnish materials or services within the scheduled time shall give CCPRC the right to cancel any remaining portion of this contract without additional charge.

- A. No extension of time of the work to be performed under this Contract will be recognized without the written confirmation and approval of the Owner.
- B. Rain Day: For rain delays, the Contractor shall be entitled to a one day extension of time for each day in any given month that the actual rain days measured at the Charleston International Airport, or an otherwise mutually agreed upon location, exceed the NOAA average monthly rainfall for the month in Charleston, South Carolina. In order to qualify

as a rain day, there must be at least one-hundredth of an inch precipitation on the date in question. The average number of days in each month receiving one-hundredth of an inch or more of rain in Charleston, South Carolina, according to NOAA are as follows:

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
10	7	6	6	9	14	14	17	11	8	6	10

The Contractor shall submit any request for rain days by the tenth day of the following month. Rain and weather delay extensions of time are non-compensable delays and the Contractor shall be entitled to no additional compensation as consequence of rain and weather-related extensions hereunder.

ARTICLE 7

COMPLIANCE

Contractor's performance shall in all ways strictly conform with all applicable laws, regulations, safety orders, labor agreements and working conditions to which it is subject, including, but not limited to, all state, federal and local non-discrimination in employment provisions, and all local regulations and building codes. Contractor shall execute and deliver all documents as may be required to effect or evidence compliance.

ARTICLE 8

INSURANCE

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

- A. All such coverage required by statutes or regulations of Charleston County and the State of South Carolina.
- B. GENERAL LIABILITY: \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personnel injury with a \$2,000,000 general aggregate limit.
- 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 the Charleston County Park and Recreation Commission.

- D. This contract requires that on new construction or renovations and/or projects that exceed \$50,000, the Contractor shall obtain Builder's Risk Insurance covering fire, casualty loss, windstorm, vandalism and theft covering both the Owner and Contractor.

ARTICLE 9

TERMINATION

A. For Convenience

The Procurement Coordinator, by advance written notice, may terminate this Contract when it is in the best interests of CCPRC. 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 Consultant will not be compensated for any other costs in connection with a termination for convenience. The Consultant 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 in a timely or workmanlike manner in accordance with the Contract, or otherwise fails, in the sole opinion of CCPRC, to comply with any of the terms and conditions of the Contract deemed, in the sole opinion of CCPRC, to be material (including, without limitation, the requirement that Consultant 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, CCPRC shall have the right to terminate forthwith this Contract by written notice to the Consultant. In the event of such default, the advance notice period for termination is waived and the Consultant 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 CCPRC 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 Coordinator, 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 CCPRC provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 10 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 11 PROMPT PAYMENT- SUBCONTRACTOR

11.1. 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 Owner. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when Owner pays the Contractor for that Work item.

11.1.2 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 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 Owner for the last work item of the subcontract.

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

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

- a) no further payments to the Contractor unless and until compliance is achieved;
- (b) the Contractor being placed in default; and/or;
- (c) the Contractor being declared delinquent.

This Agreement entered into as of the day and year first written above.

AGREEMENT

Contractor

**Charleston County Park &
Recreation Commission**

Signature

Signature

Date

Date

Printed Name

Printed Name

Title

Title