CONTRACTUAL DOCUMENTS

GEORGETOWN COUNTY WATER & SEWER DISTRICT
PAWLEYS ISLAND, SOUTH CAROLINA

PAWLEYS ISLAND PRIMARY LAUNDER RING COATING

BIDS DUE: OCTOBER 27, 2026, AT 2:00 PM

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ADVERTISEMENT FOR BIDS

PROJECT: **PAWLEYS ISLAND PRIMARY LAUNDER RING COATING**

OWNER: **Georgetown County Water and Sewer District**
456 Clearwater Drive
PO Drawer 2730
Pawleys Island, SC 29585

RECEIPT OF BIDS: Sealed bids for the rehabilitation of Clarifier Launder Ring at Pawleys Island WWTP located at 456 Clearwater Drive, Pawleys Island, SC 29585 in Georgetown County, will be received by the Owner at their Pawleys Island Administration Building (address above) until **October 27, 2026, 2:00 PM**, local time, and then at said office will be publicly opened and read aloud.

OWNER'S RIGHTS: The Owner reserves the right to waive any informality in bidding and to reject all bids if it is in the Owner's best interest to do so. Unless all bids are rejected, the award will be to the low, responsive, responsible bidder.

INSTRUCTIONS TO BIDDERS

Receipt and Opening of Bids:

Bids will be received at the time and place as specified in the Advertisement for Bids, and then at said office, publicly opened and read aloud. No oral, telegraph, or telephone bids or modifications will be accepted. All bids submitted shall remain in full force and effect for a period of thirty (30) days and may be accepted or rejected by the Georgetown County Water and Sewer District (**Owner**) at any time prior to the expiration date.

Licenses:

1. The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any/or all portions of the work included in his bid.
2. All Bidders submitting a bid shall have a currently valid Contractor's License. This license number shall be shown on the bid form immediately below the signature identification, and on the face of the sealed envelope containing the submitted bid.
3. Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

Insurance:

1. **Worker's Compensation Insurance:** Prior to beginning the work, the Contractor shall provide full worker's compensation insurance for all persons which may be employed directly or indirectly in the performance of this agreement. Coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws, and shall be maintained in full force and effect during the life of the contract.
2. **Liability Insurance:** The Contractor shall provide, for the life of the contract, and any subsequent extensions, hereto, public liability insurance for claims for bodily injury and property damage which may arise from the Contractor's performance of this Agreement. The policy shall provide limit liability of not less than $2,000,000.
3. **Vehicle Insurance:** The Contractor shall provide, for the life of the contract, adequate automotive/truck, or other vehicle insurance with minimum coverage of $1,000,000 each for both liability and under insured/uninsured motorist, as well as any other coverage required by the State of South Carolina.

Execution of Contract:

The Owner, within ten (10) calendar days of receipt of required certificates of insurance and Agreements signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such a period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

Laws and Regulations:

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over completion of the project shall apply to the Contract throughout, and they will be deemed to be included as though herein written out in full.

The Bidder shall have an established confined space policy, with all necessary equipment to, at a minimum, comply with all OSHA Confined Space requirements.

The Bidder shall have all equipment, personnel, and procedures necessary to ensure a safe work area including traffic barriers and traffic handling procedures.

Non-Resident Contractors:

1. A Bidder, who is a non-resident contractor, shall be aware of Section 12-9-310, Article 3 of the South Carolina Income Tax Act of 1926, as amended. This Article requires the Owner entering into a contract with a non-resident taxpayer, where such contract exceeds ten thousand dollars ($10,000), to withhold two percent (2%) of each payment made to the non-resident.
2. The funds deducted from the payment made to the non-resident contractor are funds deemed to be held in trust for the State of South Carolina and will be reported by the Owner to the South Carolina Tax Commission. This deduction is in addition to any retainage deductions specified in the General Conditions.
3. Modifications to the South Carolina Income Tax Act allow a non-resident contractor to be exempted from the two percent (2%) withholding rule. The non-resident contractor must complete a "Nonresident Taxpayer Registration Affidavit Income Tax Withholding (Form I-312). The completed Affidavit shall be submitted to the Georgetown County Water and Sewer District as part of the Contract package and not to the State of South Carolina. A copy of SC Form I-312 is included.
4. All contracts for ten thousand dollars ($10,000) or more, where non-resident contractors DO NOT file Form #I-312 with the Owner, will have two percent (2%) withheld from each payment in keeping with the South Carolina Income Tax Act.

Examination of Specifications:

Each Bidder shall carefully examine Specifications and drawings and thoroughly familiarize himself with the detailed requirements, thereof, prior to submitting a bid. If the Bidder is in doubt as to the true meaning of any part of the Specifications or other documents, or if any error, discrepancy,

conflict, or omission is noted, the Bidder should immediately contact Shannon Grant, Water Reclamation Operations Supervisor for Georgetown County Water and Sewer District by email at shannong@gcwsd.com, or USPS at PO Box 2730, Pawleys Island, SC. The Water Reclamation Supervisor will clarify the intent of the said documents and/or correct such error, discrepancy, conflict, or omission, and will notify all known participating Bidders by written Addendum. No telephonic inquiries will be accepted.

Information Not Guaranteed

1. All information given in the Specifications and drawings or in the Contract Documents, relating to existing conditions or other information on existing facilities, is from the best sources available to the Owner. All such information is furnished only for the information and convenience of the Bidders.
2. It is further agreed and understood that the Bidder will not use any of the information made available to him or obtained in any examination made by him, in any manner, as a basis or grounds for claim or demand of any nature, against the Owner, arising from, or by reason of any variance, which may exist between the information offered by the actual materials or structures encountered during the completion of the work, except as may be otherwise provided for in the Contract Documents.
3. If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

Addenda and Interpretations

1. No interpretation of the meaning of the Specifications or other Bid Documents will be made orally to any Bidder by the Owner prior to award of the Contract.
2. Every request for such information should be in writing to GCWSD, PO Drawer 2730, Pawleys Island, SC 29585, or by email to shannong@gcwsd.com. To be given consideration, such request must be received at least seven (7) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications.
3. Addenda will be mailed or delivered to all who are known to have received a complete set of Contractual Documents.
4. Every attempt will be made to issue addenda no later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the Request for Bids or one which

includes postponement of the date for receipt of Bids. Should an Addendum be required closer to the Bid date than the specified four (4) days, Bidders shall be notified via fax or telephone that an Addendum is being released. Bidders shall be responsible for making necessary arrangements to obtain late-issue Addenda. No attempt shall be made to provide the changes verbally.

Ability and Experience of Bidder

1. It is the purpose of the Owner not to award this Contract to any Bidder who does not furnish satisfactory evidence that he has the experience of successfully completing projects of this type and magnitude and that he has sufficient capital, equipment, and personnel to enable him to accomplish the work successfully and to complete in the time stipulated.
2. The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.
3. The successful Bidder will be required to construct the work with his own, directly employed personnel.

Bids and Qualifications:

Before a Bid is considered for award, the Bidder may be requested by the Owner to submit a statement of facts, in detail, as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources available to be used in performing the contemplated work.

Time for Completion:

The Bidder must agree to commence work within ninety (90) days, or within such negotiated time period as provided for in the Agreement.

Liquidated Damages:

The Bidder must agree to pay, as liquidated damages, the amount set forth in the Agreement for each consecutive calendar day that the work is incomplete after the date of completion.

Modification of Bids:

Bids may be modified, in writing, executed (in the manner that a bid must be executed), and delivered to the place where bids are to be submitted, at any time prior to the opening of bids. Telegraphic modifications of the Bid will not be accepted.

Withdrawal of Bids:

1. Any Bidder may withdraw his Bid, either personally, or by written request, at any time prior to the scheduled time for opening Bids or authorized postponement thereof.

2. No Bidder may withdraw his Bid for a period of thirty (30) calendar days after the date set for the opening, thereof, and all Bids shall be subject to acceptance by the Owner during this period.

Irregular Bids:

1. If the Bid is on a form other than that furnished by the Owner, or if the form is altered or, any part, detached.
2. If there are unauthorized additions, conditional, or alternate bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous to its meaning.
3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If there is a reason to believe that any Bidder is interested in more than one Bid on the same project, or that there has been collusion among the Bidders.

Disqualification of Bidders:

More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to the responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly.

Acceptance or Rejection of Bids:

The Owner reserves the right to reject any and all Bids when such rejection is in the best interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Owner, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in bidding.

Method of Award:

Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder. A responsive Bidder is defined as one who's Bid is complete and submitted in accordance with the Contract Documents without exceptions, special conditions, or alternate bids. A responsible Bidder is defined as one who is legally licensed to bid and perform the work in the State of South Carolina, maintains a permanent place of business, has adequate equipment to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, and is considered by the Owner to be capable of performing the work in accordance with the Contract Documents.

Bid Data:

1. All Bids must be submitted on the blank bid form provided, and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled, and there shall be no alterations, or erasures.
2. The Bid form must be signed manually by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be printed as indicated.
3. **The References form must be completed with no less than five (5) references.**

Submitting Bids:

1. Each Bid must be submitted on the prescribed bid form. All blank spaces for bid prices must be filled, in ink, or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the bid form is required.
2. Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the Owner prior to the stated time and stated place of the bid opening. Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.
3. Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered as shown below. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the owner at:

Georgetown County Water and Sewer District
Attn: Shannon Grant
456 Clearwater Drive
PO Drawer 2730
Pawleys Island, South Carolina 29585

LOWER LEFT HAND CORNER:

Bid for PIWWTP Launder Ring Coating
October 27, 2026 – 2:00 PM

TECHNICAL SPECIFICATIONS

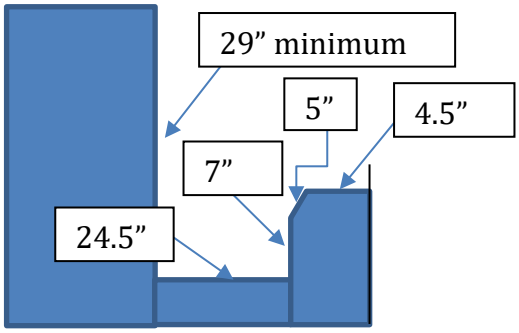
Georgetown County Water & Sewer District

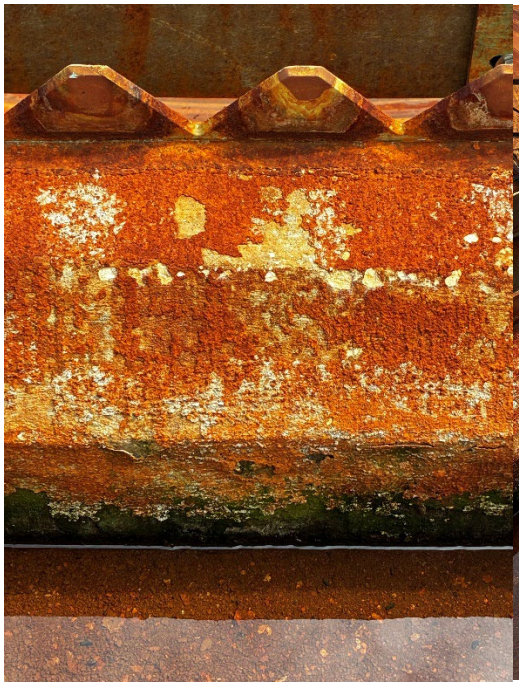
FOREWORD

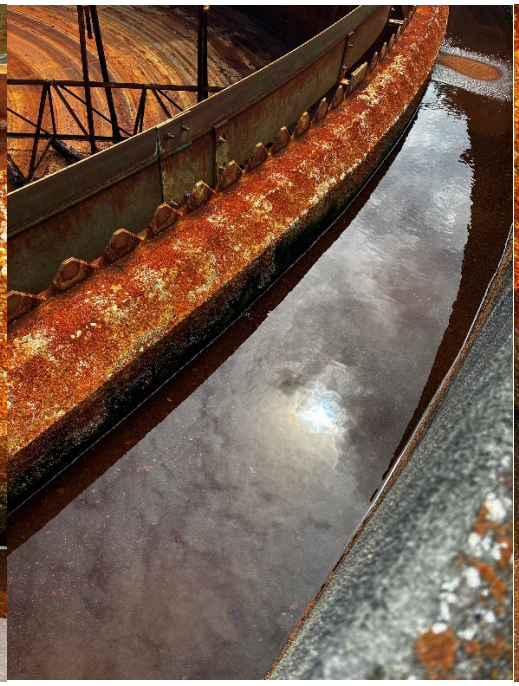
This specification covers work, materials and equipment required for protecting and/or rehabilitating concrete and masonry by monolithic spray- application of a high-build, solvent-free epoxy coating to provide corrosion protection, repair voids and enhance structural integrity. Procedures for surface preparation, cleaning, application, and testing are described herein.

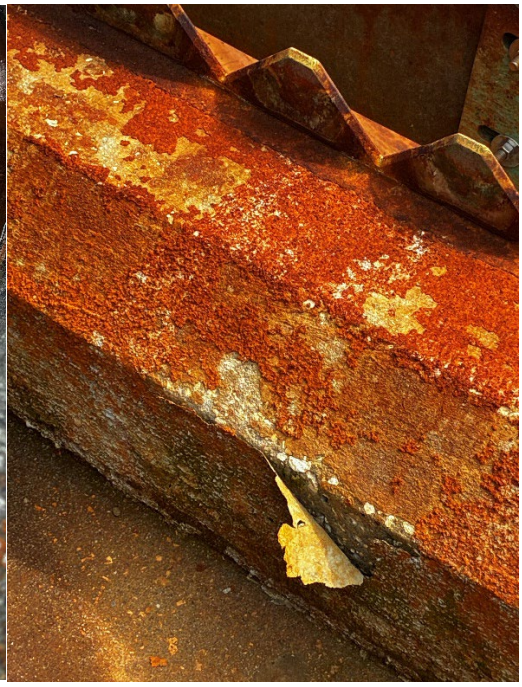
Clarifier Diameter - 75 ft

Profile Dimensions on coating of the Launder Ring:









1.1 Requirements for surface preparation, repairs and solvent-free epoxy coating application to specified surfaces.

1.2 REFERENCES

A. ASTM D638 - Tensile Properties of Plastics
B. ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics
C. ASTM D695 - Compressive Properties of Rigid Plastics
D. ASTM D4541 - Pull-off Strength of Coatings Using a Portable Adhesion Tester
E. ASTM D2584 - Volatile Matter Content
F. ASTM D2240 - Durometer Hardness, Type D
G. ASTM D543 - Resistance of Plastics to Chemical Reagents
H. ASTM C109 - Compressive Strength Hydraulic Cement Mortars
I. ACI 506.2-77 - Specifications for Materials, Proportioning, and Application of Shotcrete
J. ASTM C579 - Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.
K. ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
L. NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.
M. SSPC - The published standards of the Society of Protective Coatings, Pittsburgh, PA.

1.4 SUBMITTALS

A. The following items shall be submitted:

1. Technical data sheet on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.

2. Submittals on products other than those specified must: (a) be received by the Owner no later than ten (10) work days prior to the bid opening in order to be considered for possible "approved equal" status, and (b) Applicator Qualifications listed below in 5a-5d must be submitted with the proposed product(s) information no later than ten (10) days prior to the bid opening in order to be considered.

3. Safety Data Sheets (SDS) for each product used.

4. Project specific guidelines and recommendations.

5. Applicator Qualifications:
   a. Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.

b. Certification that the equipment to be used for applying the products has been manufactured or approved by the protective coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.

c. Five (5) recent references of Applicator (projects similar size and scope) indicating successful application of a high-build solvent-free epoxy coating by plural component spray application.

d. Proof of any necessary federal, state or local permits or licenses necessary for the project.

6. Design details for any additional ancillary systems and equipment to be used in site and surface preparation, application and testing.

1.5 QUALITY ASSURANCE

A. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE and SSPC standards and the protective coating manufacturer's recommendations.

B. A NACE/SSPC Certified Coating Inspector shall be provided by the contractor. The Inspector will provide the owner with a written report confirming adherence to these specifications, to include proper procedure and equipment usage for preparation, application and material handling.

1.6 DELIVERY, STORAGE, AND HANDLING

A. All materials are to be kept dry, protected from weather and stored under cover.

B. Protective coating materials are to be stored according to manufacturer's recommendations. Do not store near flame, heat or strong oxidants.

C. Repair and protective coating materials are to be handled according to their material safety data sheets.

1.7 SITE CONDITIONS

A. Applicator shall conform to all local, state and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.

B. Method statements and design procedures are to be provided by Owner when confined space entry, flow diversion or bypass is necessary in order for Applicator to perform the specified work.

1.8 WARRANTY

A. Applicator shall warrant all work against defects in materials and workmanship for a period of five (5) years, unless otherwise noted, from the date of final acceptance of the project. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said five (5) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Owner.

PART 2 - PRODUCTS

2.1 EXISTING STRUCTURE

A. Standard Portland cement or new concrete (not quick-setting high-strength cement) must be well cured prior to application of the protective coating. Generally, 28 days is an adequate cure time for standard Portland. If an earlier application is desired, compressive or tensile strength of the concrete can be tested to determine if an acceptable cure has occurred. (Note: Bond strength of the coating to the concrete surface is generally limited to the tensile strength of the concrete itself. An engineer may require Elcometer pull tests to determine the suitability of concrete for coating.)

B. Cementitious patching and repair materials should not be used unless their manufacturer provides information as to their suitability and procedures for top coating with an epoxy coating. Project-specific submittals should be provided, including application, cure time, and surface preparation procedures that permit optimum bond strength with the epoxy coating.

C. Remove existing coatings prior to application of the new protective coating. Applicator is to maintain strict adherence to applicable NACE and SSPC recommendations with regard to proper surface preparation and compatibility with existing coatings.

2.2 MANUFACTURER

Quadex, Inc. Sewer Rehabilitation Products,
Little Rock, Arkansas
888-831-1650 or
501-945-3424 or
FAX 501-945-3544.

2.3 APPROVED REPAIR MATERIALS

A. Repair materials shall be used to fill voids, structurally reinforce and/or rebuild substrate surfaces, etc. as determined necessary by the engineer and protective

coating applicator. Factory blended, rapid-setting, high early strength, fiber reinforced, non-shrink repair mortar that can be troweled or pneumatically spray applied must be compatible with the specified epoxy coating and shall be applied in accordance with the manufacturer's recommendations.

B. The following products are accepted and approved as compatible repair basecoat materials for epoxy top coating for use within the specifications:

1. Repair and Patching

All material furnished shall be designed to fill large voids and to repair or reconstruct where no hydrostatic pressure exists. arterial shall consist of rapid setting cements, NSG aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles. Approved invert repair and patching material shall be Quadex Hyperform as manufactured by Quadex, Inc., Little Rock, Arkansas.

2. Cementitious Coating (Build Back) Materials

All cementitious coating (build back) materials shall be specifically designed for the rehabilitation of waste water structures. Liner materials shall be manufactured from 100% pure calcium aluminate cement and enhanced with high density chemically stable aggregates. Materials shall contain poly fiber reinforcement and chemical admixtures. Liner materials shall be mixed with water per manufacturer's written specifications and applied using equipment specifically designed for low pressure spray application of cement mortars. **The cement liner material must be at a minimum thickness of 1/2" or as dictated to provide a uniform surface in monolithic application**. Approved material shall be Quadex Aluminaliner as manufactured by Quadex, Inc., Little Rock, Arkansas.

2.4 PROTECTIVE COATING MATERIAL

A. **Ultra-High Build Epoxy Coating System** - a 100% solids, solvent-free two-component epoxy resin system thixotropic in nature and filled with select fillers to minimize permeability and provide sag resistance acceptable to these specifications.

Product type	Amine cured epoxy
Solids Content (vol %) 100 Mix Ratio	3:1 ratio;
Compressive Strength	18,000 psi
Tensile Strength, psi	7,600 psi
Tensile Elongation, %	1.53%

Flexural Strength, psi	13,000 psi
Hardness, Shore D	88
Bond Strength - Concrete	Tensile Strength of Concrete

2.5 REPAIR MORTAR SPRAY APPLICATION EQUIPMENT (if spray applied)

A. Spray applied repair mortars shall be applied with manufacturer approved equipment.

2.6 PROTECTIVE COATING APPLICATION EQUIPMENT

A. Manufacturer approved heated plural component spray equipment shall be used in the application of the specified protective coating.

PART 3 - EXECUTION

3.1 ACCEPTABLE APPLICATORS

A. Repair mortar must be applied by manufacturer trained and approved applicators. The cementitious mortar shall be applied according to manufacturer's recommendations.

B. Protective coating must be applied by a Certified Applicator of the protective coating manufacturer and according to manufacturer specifications.

3.2 EXAMINATION

A. All structures to be coated shall be readily accessible to Applicator.

B. Appropriate actions shall be taken to comply with local, state and federal regulatory and other applicable agencies with regard to environment, health and safety.

C. Any active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated. As an option, hot air may be added to accelerate set time of the coating.

D. Installation of the protective coating shall not commence until the concrete substrate has properly cured in accordance with these specifications.

E. Temperature of the surface to be coated should be maintained between 40 deg F and 120 deg F during application. Prior to and during application, care should be

taken to avoid exposure of direct sunlight or other intense heat source to the structure being coated. Where varying surface temperatures do exist, care should be taken to apply the coating when the temperature is falling versus rising (i.e. late afternoon into evening vs. morning into afternoon).

3.3 SURFACE PREPARATION

A. Applicator shall inspect all surfaces specified to receive a protective coating prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces which may interfere with the proper preparation or application of the repair mortar and protective coating.

B. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

C. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.

D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the epoxy protective coating to be applied.

E. Surfaces to receive protective coating shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the protective coating and the substrate. At a minimum, this will be achieved with a high pressure water cleaning equipment using a 0 degree rotating nozzle at 5,000 psi and 4 gpm. Other methods such as high pressure water jetting (refer to NACE Standard No. 5/SSPC-SP12), abrasive blasting, shot blasting, grinding, scarifying and/or acid etching may also be used. In addition, detergent water cleaning and hot water blasting may be necessary to remove oils, grease or other hydrocarbon residues from the concrete. The method(s) used shall be performed in a manner that provides a uniform, sound clean, neutralized surface that is not excessively damaged.

F. Infiltration shall be stopped by using a material which is compatible with the specified repair mortar and is suitable for top coating with the specified epoxy protective coating.

G. Test prepared surfaces after cleaning but prior to application of the epoxy coating to determine if a specific pH or moisture content of the concrete is required according to manufacturer's recommendations.

3.4 APPLICATION OF REPAIR MATERIALS

A. Areas where structural steel has been exposed or removed shall be repaired in

accordance with the Owner's recommendations.

B. Repair materials shall meet the specifications herein. The materials shall be trowel or spray applied utilizing proper equipment on to specified surfaces. The material thickness shall be decided by the Owner's requirements and manufacturer's recommendations.

C. If using approved cementitious repair materials, such shall be troweled to provide a smooth surface with an average profile equivalent to coarse sandpaper to optimally receive the protective coating. No bug holes or honeycomb surfaces should remain after the final trowel procedure of the repair mortar.

D. The repair materials shall be permitted to cure according to manufacturer recommendations. Curing compounds should not be used unless approved for compatibility with the specified protective coating.

E. Application of the repair materials, if not performed by the coating certified applicator, should be inspected by the protective coating certified applicator to ensure proper finishing for suitability to receive the specified coating.

F. After abrasive blast and leak repair is performed, all surfaces shall be inspected for remaining laitance prior to protective coating application. Any evidence of remaining contamination or laitance shall be removed by additional abrasive blast, shot blast or other approved method. If repair materials are used, refer to these specifications for surface preparation. Areas to be coated must also be prepared in accordance with these specifications after receiving a cementitious repair mortar and prior to application of the epoxy coating.

3.5 APPLICATION OF PROTECTIVE COATING

A. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing, environmental controls during application, safety, and spray equipment.

B. The spray equipment shall be specifically designed to accurately ratio and apply the specified protective coating materials and shall be regularly maintained and in proper working order.

C. The protective coating material must be spray applied by a Certified Applicator of the protective coating manufacturer.

D. Specified surfaces shall be coated by spray application of a moisture-tolerant, solvent-free, 100% solids, epoxy protective coating as specified by the LA County (Redner) test for sewer applications, or to the manufacturer’s recommended application rate for the product being applied to meet the standards above but not less than an average dry film thickness of 120 mils.

E. Airless spray application equipment approved by the coating manufacturer shall be used to apply each coat of the protective coating as specified by the LA County Sanitation District Redner Report.

F. If necessary, subsequent top coating or additional coats of the protective coating should occur as soon as the basecoat becomes tack-free, ideally within 12 hours but no later than the recoat window for the specified products. Additional surface preparation procedures will be required if this recoat window is exceeded.

3.6 TESTING AND INSPECTION

A. During application, a wet film thickness gauge, such as those available through Paul N. Gardner Company, Inc., meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used to ensure a monolithic coating and uniform thickness during application.

B. After the protective coating has set hard to the touch, it shall be inspected with high-voltage holiday detection equipment. The spark tester shall be initially set at 100 volts per 1 mil (25 microns) of film thickness applied. All detected holidays shall be marked and repaired by abrading the coating surface with a minimum of 60-grit sandpaper or other hand tooling method. After abrading and cleaning, additional protective coating material can be hand-applied to the repair area. All touch-up/repair procedures shall follow the protective coating manufacturer's recommendations.

C. A final visual inspection shall be made by the Inspector and the manufacturer's representative. Any deficiencies in the finished coating shall be marked and repaired according to the procedures set forth herein by Applicator.

BID FORM

Georgetown County Water & Sewer District

BID TITLE: **Murrells Inlet WWTP Launder Ring Coating**

DATE BID OPENING: **October 27, 2026** TIME: **2:00 PM**

LOCATION: **GCWSD PAWLEYS ISLAND ADMINISTRATION BUILDING; 456 CLEARWATER DR.**

The Georgetown County Water and Sewer District reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as deemed to best serve the public interest.

Include All State and Federal Taxes As Applicable.

Pursuant to and in accordance with the Invitation to Bid, General Information for Bidders, and specifications relating thereto, the undersigned hereby offers to furnish all materials, labor, equipment, tools supplies and other facilities and means necessary or proper for the rehabilitation of Clarifier Launder Ring, as described in the specifications, and in the repair sequence as referenced in the specifications and indicated below, for the price entered below:

ITEM IDENTIFIER	Description	PRICE (Lump Sum)
1.	Materials and Labor for Launder Ring Coating and Repair	

Company:_____ Phone:_____

Address:_____ Fax:_____

_____ Email:_____

Submitted By (signature):_____

Signed By (print/type):_____

Title:_____ Dated:_____

REFERENCES

Georgetown County Water & Sewer District

List below at least five (5) references for similar projects, including all information requested. THIS PAGE MUST BE COMPLETED. If Bidders wish to keep their references confidential, this page may be removed from the bid package and submitted with the bid in a separate sealed envelope marked "REFERENCES – CONFIDENTIAL". The District is not responsible for maintaining the confidentiality of the references unless this procedure is followed.

1) Client

_____

Project Address

_____

Approximate $ Value_____Date: Started_____Completed_____
Contact Name:_____ Telephone #:_____

2) Client

_____

Project Address

_____

Approximate $ Value_____Date: Started_____Completed_____
Contact Name:_____ Telephone #:_____

3) Client

_____

Project Address

_____

Approximate $ Value_____Date: Started_____Completed_____
Contact Name:_____ Telephone #:_____

4) Client

_____

Project Address

_____

Approximate $ Value_____Date: Started_____Completed_____
Contact Name:_____ Telephone #:_____

5) Client

_____

Project Address

_____

Approximate $ Value_____Date: Started_____Completed_____
Contact Name:_____ Telephone #:_____

_____ _____

Company Bid Title

AGREEMENT

Georgetown County Water & Sewer District

THIS AGREEMENT, made this_____day of _____ by and between the **Owner**

Georgetown County Water and Sewer District
456 Clearwater Drive
PO Box 2730
Pawleys Island, SC 29576

Acting through its Executive Director, hereinafter called "Owner" and the **Contractor,**

Hereinafter called "Contractor" for the following project:

Murrells Inlet WWTP Launder Ring Coating

The **Owner** and **Contractor** agree as follows:

TABLE OF ARTICLES

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15 CORRECTION OF WORK

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17 TERMINATION OF THE CONTRACT

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ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ninety (90) days from the date of commencement, subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 2.4 LIQUIDATED DAMAGES

Time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified for Substantial Completion in the Contract, then the Contractor does hereby agree, as a consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum of $100.00 per day for each calendar day beyond the dates set forth in the Agreement that the Contractor fails to achieve Substantial Completion for the Work.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Stipulated Contract Sum, in accordance with Section 3.2 below, in current funds for the Contractor's performance of the Contract.

§ 3.2 The Stipulated Sum shall be ($ _____), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Owner not later than the15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 1st day of the following month. If an Application for Payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Owner receives the Application for Payment.

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 15.2, and to satisfy other requirements, if any, which extend beyond final payment; a final Application for Payment has been issued by the Contractor; the Owner has conducted a timely and thorough inspection and accepted

the Work; and, a written quality assurance report, provided by a NACE Certified Coatings Inspector, has been received by the Owner.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Contractor's final Application for Payment unless correction of Work is required, or additional Work and Contract Time has been negotiated to the mutual satisfaction of said parties.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by, mediation pursuant to Section 18.1, the method of binding dispute resolution shall be as follows:

1) Arbitration pursuant to Section 18.2 of this Agreement

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

1. This Agreement signed by the Owner and Contractor
2. Request for Bids
3. Instructions to Bidders
4. Technical Specifications
5. Bid Form
6. References
7. Notice of Award
8. Non-Resident Tax Payer Registration Form

§ 6.2 THE CONTRACT

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 6.3 THE WORK

The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 The Owner shall furnish all necessary surveys or legal descriptions of the sites.

§ 7.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR
§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the various sites, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor.

§ 8.2 SUPERVISION AND CONSTRUCTION PROCEDURES
§ 8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 8.3 LABOR AND MATERIALS
§ 8.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.3.3 The Contractor shall have an established Confined Space Policy and possess all necessary equipment to, at a minimum, comply with all OSHA Confined Space requirements.

§ 8.3.4 The Contractor will supply all means, manpower, or equipment necessary to make work area safe, including, but not limited to, all necessary traffic barriers and traffic control procedures.

§ 8.3.5 The Contractor may make a substitution only with the consent of the Owner and in accordance with a Modification.

§ 8.4 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 8.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 8.6 COMPLIANCE WITH LAWS

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 8.7 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 8.7.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit, for the Owner's information, a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 8.7.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner.

§ 8.8 USE OF SITE(S)

The Contractor shall confine operations at the site(s) to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 8.9 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 8.10 ACCESS TO WORK
The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.

§ 8.11 INDEMNIFICATION
§ 8.11.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, 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 Section 8.5.1.

§ 8.11.2 In claims against any person or entity indemnified under this Section 8.5 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.5.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9 SUBCONTRACTORS
Unless otherwise stated in the Contract Documents or the bidding requirements, the use of sub-contractors for the Work described, herein, is prohibited.

ARTICLE 10 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
§ 10.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 18.

§ 10.2 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 11 CHANGES IN THE WORK

§ 11.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by written Construction Change Directive signed by the Owner.

§ 11.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Owner will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Owner will prepare a Change Order.

§ 11.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner promptly and before conditions are disturbed.

ARTICLE 12 TIME

§ 12.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 12.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 12.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 12.4 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine, subject to the provisions of Article 18.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

§ 13.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 13.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. Employees on the Work and other persons who may be affected thereby;

2. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 13.1.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

§ 13.1.3 The Bidder shall have all equipment, personnel, and procedures necessary to ensure a safe work area including traffic barriers and handling procedures.

§ 13.1.4 CONFINED SPACES
The Bidder shall have an established, written, confined space entry policy, and all necessary equipment to, at a minimum; comply with all OSHA Confined Space requirements.

§ 13.2 HAZARDOUS MATERIALS
§ 13.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 13.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 13.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 13.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 14 INSURANCE

§ 14.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

Workers Compensation (WC)	Statutory Limits – required in all contracts
Employers Liability – per accident	$100,000
Bodily injury by accident – per employee	$500,000
Bodily injury by disease – per employee	$500,000
Policy limits	$500,000
Commercial General Liability (CGL)	
Each occurrence	$500,000
Aggregate Limit	$2,000,000

§ 14.2 The Certificates of Insurance shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner and the Owner's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 14.3 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 14.4 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against each other and any of their subcontractors, suppliers, agents and employees, each of the other for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 15 CORRECTION OF WORK

§ 15.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and expenses made necessary thereby, shall be at the Contractor's expense.

§ 15.2 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to

facilitate such assignment.

§ 16.2 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 18.2.

§ 16.3 TESTS AND INSPECTIONS
Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 16.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 16.4.

ARTICLE 17 TERMINATION OF THE CONTRACT

§ 17.1 TERMINATION BY THE CONTRACTOR
If the Owner fails to issue payment as provided in Section 4.1.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 17.2 TERMINATION BY THE OWNER FOR CAUSE
§ 17.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 17.2.2 When any of the above reasons exists, the Owner determines sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a

detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 17.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 17.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 17.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligation to pay the difference to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

§ 17.3 TERMINATION BY THE OWNER FOR CONVENIENCE
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 18 CLAIMS AND DISPUTES

§ 18.1 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If arbitration is stayed, pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 18.2 Any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 18.3 Either party, at its sole discretion, may consolidate arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 18.4 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 18.5 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 18.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 17. Nothing contained in this Section 18.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in two (2) counterparts, each of which shall be deemed an original, in the year and day first above written.

GEORGETOWN COUNTY WATER & SEWER DISTRICT

By: _____

Tommie Kennedy, P.E.
C E O / Executive Director

ATTEST:

_____

_____
(Printed Name)

_____
Contractor

By: _____

_____
(Printed Name)

_____
(Title)

ATTEST:

_____

_____
(Printed Name)

Owner <u>GCWSD</u> **Contractor** _____

NOTICE OF AWARD

Georgetown County Water & Sewer District

TO:

PROJECT DESCRIPTION: **Murrells Inlet WWTP Launder Ring Coating**

The Owner has considered the Bid submitted by you on or prior to **October 27, 2026, at 2:00 PM,** for the above described work in response to its Advertisement for Bids, and Contractual Documents package.

You are hereby notified that your Bid has been accepted for the above described project in the amount of $_____.

You are required, by the Instructions for Bidders, to execute the Agreement and furnish the required and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this Notice, Owner will be entitled to consider all of your rights arising out of the Owner's acceptance of your Bid as abandoned.

You are required to return an acknowledge copy of this Notice of Award to the Owner.

Dated this_____day of _____ 202__

Georgetown County Water and Sewer District

By: _____

Title: Executive Director / CEO

ACCEPTANCE OF NOTICE
Receipt of this Notice of Award is hereby

Acknowledged by _____

This the_____day of_____,

By: _____

Title: _____

Non-Resident Taxpayer Registration Form

Georgetown County Water & Sewer District

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

1-312
(Rev. 5/7/04)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As):

_____

3. Mailing Address: _____

4. Federal Identification Number: _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
D The South Carolina Secretary of State or
D The South Carolina Department of Revenue
Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

_____ <Seal) _____
Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) Date

If Corporate officer state title: _____

_____
(Name - Please Print)

Mail to: The company or individual you are contracting with.

INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed $10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: **www.sctax.org**