

COUNTY OF NEWBERRY
Purchasing Department, Post Office Box 156, Newberry, SC 29108
Ph: (803) 321-2100 / Fax: (803) 321-2102

INVITATION FOR BIDS

BID NUMBER: 2026-04

DATE: February 11, 2026

OPENING DATE AND TIME:

March 10, 2026 @ 3:00 p.m.

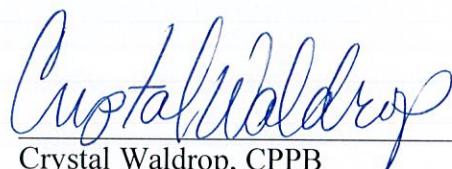
SUBMITTAL ADDRESS:

Newberry County Courthouse Annex, 1309 College Street, Newberry (Hand Delivered)
Post Office Box 156, Newberry SC 29108
(US Postal Service Delivered)

PROCUREMENT FOR: Plum Nelly Road Repaving (Storm Helene)

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for the delivery of bids which are mailed. BID NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.

DIRECT ALL INQUIRIES TO:



Crystal Waldrop, CPPB
Purchasing Director
Post Office Box 156
Newberry SC 29108

NOTICE TO BIDDERS: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid. All amendments to and interpretations of this solicitation shall be in writing and issued by the Purchasing Director of the County. Newberry County shall not be legally bound by an amendment or interpretation that is not in writing.

COUNTY OF NEWBERRY
Purchasing Office, 1309 College Street, Post Office Box 156, Newberry S.C. 29108
Ph: (803) 321-2100 / Fax: (803) 321-2102

BIDDERS SCHEDULE

BID NUMBER: 2026-04

DATE: February 11, 2026

OPENING DATE AND TIME: March 10, 2026 @ 3:00 p.m.

OPENING LOCATION: Newberry County Courthouse Annex, Conference Room
1309 College Street
Newberry, SC 29108

PROCUREMENT: Plum Nelly Road Repaving (Storm Helene)

***Bids shall be good for forty-five (45) days from the date of submittal**

VENDOR: _____ **SIGNATURE:** _____

Name of Authorized Contact: _____

Email Address: _____

Address: _____

Phone : _____

FEIN: _____

Contractor's SC License #: _____

Acknowledgement of Addenda:

Number One

Dated: _____

BID FORM

Bidders shall provide unit prices based on the following:

Mobilization / General

Mobilization / Bonds \$ _____

Traffic Control \$ _____

Roadway Preparation

Removal of loose chip seal surface – SY \$ _____

Base Preparation/ Compaction – SY \$ _____

Asphalt Work

Asphalt surface course (2") – SY \$ _____

Asphalt base course (if needed) EA \$ _____

Restoration

Shoulder Grading – SF \$ _____

Driveway tie-ins – EA \$ _____

Final Restoration – SF \$ _____

TOTAL AMOUNT OF LUMP SUM BID: \$ _____

BID SIGNATURE:

Signed: _____

Name/Title: _____

Date: _____

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid is required unless otherwise specified.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to ensure these documents are received by the purchasing office at the time indicated in the bid document.

PLEASE NOTE THE VENDOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING THEY HAVE RECEIVED ANY/ALL ADDENDA PRIOR TO THE BID OPENING.

3. When specifications or descriptive papers are submitted with the bid, enter bidder's name thereon.
4. Submit your signed bid on the bidder's schedule provided. Show bid number on envelope as instructed and the bid name or description. Newberry County accepts no responsibility for unmarked or improperly marked envelopes.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40 Code of Laws of South Carolina, 1976, as amended, (also known as the Freedom of Information Act). The County reserves the right to determine whether this information should be exempt from disclosure, and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. Tie bids will be resolved in accordance with the provisions of the Newberry County Purchasing Ordinance.
8. A copy of the bidder's W-9 shall be included in the submission.

GENERAL PROVISIONS

1. The County of Newberry reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** South Carolina law and the Newberry County Purchasing Ordinance prohibit the giving of anything of value in return for favors or other preferential treatment in the purchasing process. Bidders should govern themselves accordingly.

4. **BIDDERS QUALIFICATION:** Bidders must, upon request of the county, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein. Bidders determined to be irresponsible bidders are not allowed to bid to provide the County goods or services.
5. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. Awards may be made to one or a multiple of bidders, whichever deems to be in the best interest of the County, or unless otherwise stated on the bidder's schedule.
7. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
8. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Purchasing Director in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
9. **REJECTION:** Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
10. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Purchasing Director within ten (10) calendar days of the date of issuance of the Invitation to Bid or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the purchasing director within ten (10) calendar days of the notification of intent to award or statement of award.

11. **PROTEST PROCEDURE:** A protest shall be in writing, submitted to the purchasing director, and shall set forth the specific grounds of the protest with enough particularity to give notice to the issues to be decided.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the County reserves the right to purchase any or all items in default on the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damage or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **HOLD HARMLESS AND INSURANCE:** The successful bidder shall indemnify and hold harmless the County of Newberry and all County officers, agents and employees against all suits or claims for personal injury or property damage resulting from, or arising from, the successful bidder's performance of the contract, as well as against any suits or claims of any character brought against the County or its agents or employees by reason of any claim of infringement of any patent, trade mark, trade dress, or copyright, including reimbursement to the County for all attorney's fees and court costs incurred by the County in defending itself or its agents or employees against any such claim or suit. **In addition, the successful bidder will maintain a public liability policy with minimum limits of \$500,000 per occurrence, or \$1,000,000 single limit, for damages arising from acts which occur during the contract period, with the County of Newberry named as an additional insured on the policy; the successful bidder shall also maintain workers compensation and vehicle liability insurance in the amounts required by statutory law.** Proof of such coverage will be provided upon demand or as otherwise provided in the bid specifications.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Purchasing Director, P.O. Box 156, Newberry, SC 29108, or by calling 803-321-2100.
5. **FORCE MAJEURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of a public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and

without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

6. **PUBLIC RELEASE:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User.
7. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new, in first class condition, and without defect that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging and shipping to the specified destination in Newberry County. No demonstration models shall be sold as new, without prior written permission of the County.
8. **S.C. LAW CLAUSE:** Upon receiving a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself 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 contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
9. **ASSIGNMENT:** No contract or its Provisions may be assigned, sublet, or transferred without the written consent of the Purchasing Director.
10. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
11. **DELIVERIES:** All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the contractor and the carrier.

12. **APPROPRIATE S.C. SALES TAXES, FEES AND PERMITS** shall be included in the Contractor's base bid for all materials. All fees, including permits and any removal or disposal of debris cleanup shall be included in the contractor's bid.
13. **PAYMENT TERMS:** Payment will be made when all work is completed and accepted by Newberry County as meeting the specifications here within.
14. **RETAINAGE:** A 10% retainer shall be retained by the County for every construction project, with the retainage to be payable, less any deductions allowed by contract, when the punch list is completed and the completed project accepted by the County's authorized representative.
15. **BID BOND:** For each bid in excess of \$25,000.00 each bidder will submit with their bid a bond in the amount of 5% of the total price of the bid submitted. The bid bonds will be returned to the unsuccessful bidders once the County accepts the lowest most responsive bid. If the most responsive bidder fails to perform the responsibility of the bid within 10 days of the award, then the bid bond will be forfeited to the county as liquidated damages and the next lowest bidder will be awarded the bid. Bid bonds may be in the form of a surety, a cashier's check or an unconditional letter of credit in favor of Newberry County issued by a commercial bank in South Carolina.
16. **PERFORMANCE AND PAYMENT BONDS:** The chosen vendor will be required to submit to the County both a performance bond and payment bond in the amount of 100% of the contract price before commencing with the work. **Both bonds will be issued from a surety company with an "A" minimum rating of performance as stated in the most current publication of Best Key Rating Guide, Property Liability.**
17. **Compliance with The South Carolina Illegal Immigration Act:** By submitting an offer, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Bidder and any subcontractor or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Bidder and any subcontractors or sub-subcontractors. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both". Bidder agrees to include in any contracts with its sub-contractor's language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-sub-contractor's language requiring the sub-subcontract to comply with the applicable requirements of Title 8, Chapter 14.

REPAVING OF PLUM NELLY ROAD

IFB NO. 2026-04

Sealed bids will be received by Newberry County until the date and time listed above for repaving damaged roadway segments on Plum Nelly Road, which sustained surface failures from Hurricane Helene (DR-4829-SC).

Newberry County is soliciting sealed bids from qualified paving contractors for the **repaving of Plum Nelly Road**, a chip-seal roadway damaged during Hurricane Helene. Plum Nelly Road is located in the Prosperity district of Newberry County. Work will include pavement removal, base preparation, asphalt paving, grading, and final restoration as detailed in this solicitation.

Bids will be received until **3:00 PM on March 10, 2026**, at:

Newberry County Courthouse Annex Conference Room

Attn: Procurement Director
1309 College Street
Newberry, SC 29108

Bids must be submitted in a sealed envelope labeled:

“IFB # 2026-04 – Plum Nelly Road Repaving – Newberry County”

This project is funded under **FEMA Public Assistance** (DR-4829-SC) and must follow all applicable federal procurement requirements.

Newberry County reserves the right to reject any or all bids. Late bids will not be accepted after the date and time indicated. Faxed nor electronic submissions will be accepted.

1 General Requirements

- Bidders must review all documents, visit the site, and understand field conditions.
- Submission of a bid constitutes acceptance of the terms of the solicitation.

2 Bid Submission

Submit the following in a sealed envelope:

- Completed Bid Form
- Bid Bond (5%)
- Certificate of Insurance (proof)
- Contractor License Documentation

- Project Schedule
- List of Subcontractors
- Acknowledgment of Addenda (if issued)

3 Questions

All questions must be submitted in writing via email to:

Crystal Waldrop, Purchasing Director

cwaldrop@newberrycounty.gov

Phone: 803-321-1420

4 Addenda

Only written Addenda issued by Newberry County are binding.

5 Award

Award will be to the most responsible bidder. Factors that will be taken into consideration:

- Cost
- Contractor qualifications & experience
- Project schedule
- Compliance with FEMA PA requirements

GENERAL NOTES

1. All work must meet **SCDOT Standard Specifications**.
2. Traffic control must comply with Monitored Uniform Traffic Control (**MUTCD**) standards.
3. Contractor is responsible for protecting utilities and maintaining access.
4. Asphalt mix must meet SCDOT Type C or approved equivalent.
5. Work zones must be maintained in safe conditions throughout construction.
6. Contractors must provide daily logs, photos, and load tickets. All information will be provided to the Public Works Director, Josh Rowe, and to the Purchasing Director, Crystal Waldrop
7. All deviations require County approval.

PROJECT DESCRIPTION

Plum Nelly Road is a one-lane, 14-foot-wide chip-seal road constructed in 2005. Hurricane Helene caused surface failures and potholing due to high winds, wind-driven rain, and fallen trees.

Chip-seal is no longer available; therefore, the County will restore the roadway using hot-mix asphalt consistent with FEMA and SCDOT requirements.

Total damaged length: 1,893 square yards. It is up to the vendor to verify the measurements.

SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, traffic control, and incidentals necessary to complete:

1 Surface Removal & Base Preparation

- Remove loose and degraded chip-seal surface across all damaged segments
- Grade and compact existing base
- Correct localized depressions or base failures

2 Asphalt Paving

- Install 2-inch HMA surface course (Type C)
- Additional base asphalt where needed
- Ensure proper crown and drainage
- Compaction per SCDOT density requirements

3 Shoulder Restoration

- Grade and stabilize shoulders
- Provide smooth tie-in at driveway connections

4 Final Clean-up

- Remove debris
- Restore disturbed areas
- Provide final inspection with County

Deliverables

- Daily reports
- Pre- and post-construction photos
- Asphalt delivery tickets
- Final as-built measurements

FEMA COMPLIANCE REQUIREMENTS

This project is funded under **FEMA PA** and must comply with:

- Federal Procurement standards (2 CFR 200)
- Cost reasonableness (RSMeans basis)
- Documentation for force account labor/equipment (if any)
- Compliance with environmental and historic preservation requirements
- Retention of all records for FEMA audit

Contractor must assist County with documentation as needed.

CONSTRUCTION AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

CONSTRUCTION AGREEMENT

This AGREEMENT is made and entered into on this _____ day of _____ 2026, by and between the County of Newberry, a political subdivision of the State of South Carolina, having its principal place of business at 1309 College Street, Newberry, SC 29108 ("County"), _____ ("Contractor").

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. CONTRACT PERIOD. This Agreement shall begin on the effective date of the Notice to Proceed and shall remain in effect until completion of work as stated in Invitation for Bid ("IFB") #2026-04; Plum Nelly Road Repaving.

2. SCOPE OF SERVICES. County is employing Contractor to provide all labor and materials necessary for the paving of Plum Nelly Road Repaving, Newberry, SC. The scope of services to be provided by Contractor is set forth more fully in the County Invitation for Bid ("IFB") #2026-04 and in Contractor's Response, _____, to County IFB #2026-4, attached hereto and incorporated herein by reference.

3. PRICE. County agrees to pay Contractor a total sum not to exceed _____ (\$000.00) unless agreed upon by both parties.

4. STANDARD OF CARE. Services performed by Contractor will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with Contractor's experience and qualifications currently providing similar services.

5. DOCUMENTS. The contract documents shall be according to the terms in the IFB 2026-04, Plum Nelly Road Repaving

6. PAYMENT TERMS. Payment will be made once the Contractor has billed the County accordingly and the work has been completed.

7. NON-APPROPRIATION. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County. As stated in Section 34.86 of the Procurement Ordinance such a clause essentially provides that if a future Council fails to appropriate sufficient funds to meet a contractual obligation for that future budget year, the contract can be terminated without penalty to the County, and without limiting the County's ability to appropriate other funds for the provision of similar goods or services in that future budget year or years.

8. WARRANTY. Contractor warrants to County that all services and labor furnished to progress the work under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective. As per bid specifications, and contractor's response to bid specifications, special warranties will be incorporated into this contract.

9. INSURANCE AND BONDING.

The contractor shall not commence work under this contract until it has obtained all insurance required, and such insurance has been approved in writing by the County, nor shall the contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED"
FOR IT'S INTEREST on all policies of insurance, except Worker's Compensation, Automobile Liability regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance.

B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County prior to the Notice to Proceed. Accordingly, Performance and Payment Bonds shall also be provided in the amount of 100% of the contract before commencement of work.

C All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's IFB # 2026-04.

D Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.

E Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

F Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

\$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

10. INDEMNIFICATION. Contractor agrees to defend, indemnify, and save harmless the County and all County officers, agents and employees from and against any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services under this Agreement. Contractor shall not be responsible for any loss, damage, or liability to the extent arising from acts of the County, its agents, staff, and other consultants employed by it.

11. RIGHT OF ENTRY. The County will provide for the right of entry for Contractor, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment.

12. CONTROL OF JOB SITE AND ACTIVITY. Contractor shall be responsible for its activities, that of its employees on the site and the activities of its consultants, contractors and/or subcontractors for maintaining a safe job site.

13. COMPLIANCE WITH CODES AND STANDARDS. Contractor's professional services shall incorporate those federal, state, and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services.

14. ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE. By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b)

the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its sub-contractors' language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractor's language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

15. PUBLIC RESPONSIBILITY. The County has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the County to any matter of which Contractor becomes aware and believes requires the County to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the County decides to disregard Contractor's recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

16. CLIENT LITIGATION. Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the County, if the County requests such documents, witnesses and/or general assistance. The County shall reimburse Contractor for all direct expenses incurred and time according to Contractor's rate schedule as of the date of the execution of this Agreement.

17. CONFIDENTIALITY. Contractor will maintain as confidential any documents or information provided by the County and will not release, distribute or publish same to any third party without prior permission from the County, unless compelled by law

or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.

18. NOTICES. All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

COUNTY

Ted Luckadoo, County Administrator
County of Newberry
1309 College Street
Newberry SC 29108

CONTRACTOR

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

19. TERMINATION. This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the Contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after Contractor's receipt of such notice from the County, nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the Contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the County shall be responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the County shall not be responsible for any other charges.

Should the County fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the County shall be given notice of the default and an opportunity to cure such default within seven (7) business days after receipt of the notice of default. Should this Agreement be terminated by Contractor, Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the County as of the date of termination.

The County may terminate this contract for convenience by providing sixty (60) calendar days advance written notice to the Contractor.

This Agreement may also be terminated pursuant to the pertinent portions of Section 7 herein.

This Agreement may also be terminated by the prior written mutual consent of both parties.

20. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in County IFB # 2026-04 and Contractor's Response to County IFB #2026-04 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

- A. Any amendment signed after the execution date of this agreement;
- B. This Agreement;
- C. Contractor's Response to County IFB #2026-04;
- D. County IFB #2026-04.

21. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

22. SEVERABILITY. Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

23. APPLICABLE LAW AND VENUE. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

The County and Contractor further agree that this Agreement shall be deemed to be made and performed in Newberry County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Newberry County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

CONTRACTOR

By: _____

Its: _____

COUNTY OF NEWBERRY

By: _____

Ted Luckadoo
County Administrator

ATTEST: _____

Andrew Wigger, Clerk to Council

APPENDICES

Appendix A – GPS Coordinates

- Start: 34.09555, -81.44912
- End: 34.09457, -81.45365

Appendix B – Segment Length

- Total: 1,217 ft \times 14 ft

Appendix C – Map

