

# INVITATION FOR BIDS



This *Invitation for Bids* is a written and published solicitation document issued by Horry County Schools (listed as "the District" throughout the bid and Contract Documents) for the purpose of procuring construction work, which shall ordinarily result in a contract award to the lowest responsive and responsible Bidder. The *Bid Conditions* with associated forms and the Contract Documents, which include the *Contract Agreement*, Exhibits A through G, associated forms, the specifications and drawings, and any other referenced documents therein, all describe the bid process and the construction work to be performed and are published as an integral part of this *Invitation for Bids* the same as if incorporated herein. Bid security and performance and payment bonds are required in accordance with the District's Procurement Code, as may be amended. Contractors and subcontractors shall be licensed in accordance with State law and requirements of the Labor, Licensing, and Regulations Board of the State of South Carolina.

In accordance with the authority granted by the Horry County Schools' Procurement Code, any prospective Bidder, Offeror, Contractor, or Subcontractor, who feels aggrieved in connection with this solicitation, any addendum to the solicitation, or the subsequent award of a contract has a right to protest and present an appeal to the District within the time frame allowed from the date of issuance of this *Invitation for Bids*, any addendum issued thereto, or the *Notice of Intent to Award*, whichever is at issue. The protest shall be in accordance with the District's Procurement Code. Contact the District's Procurement Officer for details at 843-488-6893 or email [rstrickland@horrycountyschools.net](mailto:rstrickland@horrycountyschools.net).

**DATE ISSUED:** 2/10/2022

**AGENCY/PROJECT OWNER:** Horry County Schools (the District)

**SOLICITATION NUMBER:** 2122-52VS

**PROJECT NAME:** Modular Classrooms

**PROJECT LOCATION(S):** Various locations throughout Horry County

**PROJECT DESCRIPTION:** Horry County is seeking a source for factory-built modular/portable/multiplex buildings for education use as classroom(s). The District anticipates the need for an indefinite quantity of NEW, modular classrooms over a five-year contract period. We anticipate the utilization of a mix of modular classrooms with and without student restrooms, multiple fixture restrooms, staff restrooms, IT spaces and general storage along with administrative spaces. Units may be stand-alone or ganged together. All units shall be set-up and installed at various locations within the Horry County School District

**BID SECURITY:** Five Percent (5%) required per *Bid Instructions*

**PERFORMANCE & PAYMENT BONDS:** One Hundred Percent (100%) of contracted amount as stated on the *Notice of Intent to Award*

**CONFERENCE TYPE:**  *Site Visit*  *Pre-Bid*  MANDATORY  NOT MANDATORY  N/A

**CONFERENCE DATE & TIME:** N/A

**CONFERENCE LOCATION:** N/A

**QUESTIONS:** All questions must be submitted in writing to the District Bid Contact Person by 12:00pm (noon) on 2/18/2022

**SUBMIT BIDS TO:** The District prefer submittals via of the website. Submit your offer on-line through the website at the following URL: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>  
If you must submit a paper offer (See "Submitting a Paper or Modification" and Number of Copies to be submitted" provision) (Bidders are cautioned not to be late.)

**BID OPENING DATE & TIME:** 2/28/2022  
2:30 p.m. (EST) (Unless date and time are otherwise amended by addendum.)

**BID OPENING LOCATION:** Horry County Schools District Office  
Conference Room B308  
335 Four Mile Rd.  
Conway, SC 29526  
(Unless the location is otherwise amended by addendum.)

**PUBLIC NOTICES:** All notices, the award, this solicitation and any addenda shall be posted at the following web address location: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

**ARCHITECTS/ENGINEERS:** N/A

**DISTRICT BID CONTACT PERSON:** Valiant Sommers, CPPB, NIGP-CPP  
Phone: (843) 488-6938 Fax: (843) 488-6945 E-mail: [VSommers@horrycountyschools.net](mailto:VSommers@horrycountyschools.net)

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## SUMMARY OF SERVICES REQUIRED



**INTRODUCTION** – The purpose and intent of this Invitation for Bids is to establish a contract for the provision of services based on the attached specifications and guidelines.

South Carolina's Department of Education's Office of School Facilities (OSF) is the Authority Having Jurisdiction for all school buildings and facilities in the state of South Carolina. OSF Guidelines, Division 9 specifically, mandates the requirements for all modular classroom units used by local school districts in the state of South Carolina. These guidelines are incorporated into this solicitation in full by reference below.

It is the intent of the District to solicit sealed bids from manufacturers or dealers who are capable of providing, delivering, and installing code-compliant, safe, healthy, durable, and easy to maintain modular classrooms that promote student achievement. The modular classrooms must also meet OSF requirements, which include plan submission and approval by OSF in accordance with 2020 South Carolina School Facilities Planning and Construction Guidelines, as updated with the most recent publication. Provide Horry County Schools (Owner) with the ability to purchase, lease and relocate both newly acquired and currently owned, factory-built MODULAR UNITS / BUILDINGS, designed for educational use, from a qualified Contractor that can provide complete turnkey services to include design and engineering, construction of the building on our premises, as well as site development and project management.

**SCOPE OF WORK** – Horry County Schools is seeking a source for factory-built modular/portable/multiplex buildings for educational use as a classroom(s). Contractor proposing units for the District must offer quality construction that meets or exceeds the requirements set forth in the South Carolina Code of Laws, Chapter 43, Modular Building Construction Act as well as be in accordance with all requirements stated herein

The Contractor shall provide necessary design, engineering, construction, Landscaping, Coordinate with HCS retained Architect for OSF approval and Certificate(s) of Occupancy, and delivery/installation of an indefinite quantity of NEW modular units over a five-year period. Anticipated units include a mix of modular classrooms with and without student restrooms. In addition, modular units may be required with multiple fixture restrooms, staff restrooms, IT spaces and general storage along with administrative spaces. These modular units must be capable of being a stand-alone unit or of being ganged together. The District anticipates that the ganged units will be a double loaded corridor arrangement with minimal exterior doors. All units shall be set-up and installed at various locations within Horry County School District

The scope of work requires the Contractor to furnish all labor, materials, tools, equipment, and incidentals necessary to satisfactorily complete the project **as detailed in Exhibit A** and associated specifications and plans as provided by Horry County School on an as needed basis.

The District anticipates needing modular classrooms over the next three to five years to accommodate growth and to provide classroom space.

The District anticipates a need for the August 2022 school year as provided below:

Carolina Forest Elementary School (CFES) 4 classrooms (attached to existing 4)  
285 Carolina Forest Boulevard, Myrtle Beach, SC 29579

Waccamaw Elementary School (WES) 8 classrooms + bathrooms  
251 Claridy Road, Conway, SC 29526

Carolina Forest High School (CFHS) 8 classrooms, no bathrooms  
700 Gardner Lacy Rd, Myrtle Beach, SC 29579

Myrtle Beach High School (MBHS) 8 classrooms, no bathrooms  
3302 Robert Grissom Pkwy, Myrtle Beach, SC 29577

**MAXIMUM CONTRACT PERIOD – (ESTIMATED):** Start date: 03/01/2022 End date: 02/29/2027. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

The contract resulting from this solicitation will be a one (1) year contract with four (4) additional one year renewal options. The maximum potential contract life is five years.

**Refer to Exhibit D for additional details.**

### **AWARD**

**AWARD CRITERIA** – Award will be made to the lowest responsive and responsible bidder(s).

**AWARD BY ITEM OR LOT:** Award will be made by individual items and/or complete lot(s).

**CALCULATING THE LOW BID:** Low bid will be calculated based on the lowest sum of the project scenario as provided on the Official Bid Form .

# DEFINITIONS



Following are definitions of terms used in the *Bid Instructions*. These definitions are not entire, plenary, or exhaustive of all terms used and shall not be used to construe meaning or intent. Terms may be defined where used, in the District's Procurement Code, or may be subject to normal and usual interpretation in the context used.

1. **Architect/Engineer:** Any individual or entity legally qualified to practice architecture or engineering in South Carolina with whom the District has a contractual agreement to provide services pertaining to construction that members of this profession or those in their employ may justifiably perform. The Architect/Engineer serves as the District's authorized representative to the extent of the contractual agreement between the Architect/Engineer and the District. Any reference to Architect/Engineer also includes any representatives, agents or employees of the Architect/Engineer.
2. **Bid:** Completed and properly signed offer for the price(s) stipulated on the District's *Official Bid Form* to do the work specified in the Contract Documents and in accordance with the *Bid Instructions*.
3. **Bid Addendum:** Written or graphic instrument issued by the District prior to the receipt of bids which modifies or interprets the Contract Documents by additions, deletions, clarifications or corrections. The addendum may reference any specification, drawing, or other document as being incorporated therein.
4. **Bid Bond:** Form of bid security in the amount of five percent (5%) of the sum total of the base bid and all alternate bids and executed on the District's *Bid Bond* form by the Bidder as principal and by a Surety as guarantor that the Bidder, if awarded a contract, shall enter into a contract within the specified time and furnish any required performance and payment bonds, insurance certificate(s) or other documents required by the *Notice of Intent to Award* or risk forfeiture of the bond. (Also see Bid Security.)
5. **Bid Opening Date and Time:** The date and time established by the District in the *Invitation for Bids*, as amended by any addendum, for receipt and opening of bids. Bids received after the established bid opening date and time are not acceptable and shall not be considered. The bid opening will occur immediately following.
6. **Bid Security:** A certified cashier's check or a bid bond submitted with a bid and serving to guarantee to the District that the Bidder, if awarded the contract, shall execute such contract in accordance with the Contract Documents requirements. No other forms of security are acceptable. Failure to execute the contract may result in forfeiture of the certified cashier's check or the bid bond to the District. (See District's Procurement Code for additional bid security requirements.)
7. **Bidder:** An individual or entity who submits a bid to do the work specified in the Contract Documents as a prime contractor and who is licensed to submit a bid and to perform such work in the State of South Carolina. A Bidder does not become a Contractor for purposes of the Contract Documents until a contract is executed.
8. **Change Order:** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
9. **Construction Work:** Additions, repairs, upgrading or renovating an existing District structure or the erecting of new structures and facilities. It includes the total scope of activities to be performed as provided in the Contract Documents whether performed by one or more contractors, subcontractors, the District, or any combination thereof. The scope of activities includes all labor, materials, and equipment to be provided by the Contractor to fulfill the obligations of the Contract Documents. (Also referred to as the "project.")
10. **Contract Agreement:** The written and executed *Contract Agreement* between the District and the Contractor for purposes of performing the work identified in the Contract Documents at the agreed upon contract price during the agreed upon contract time. The executed *Contract Agreement* supersedes any prior negotiations, representations, or agreements, whether written or oral, unless incorporated in the *Contract Agreement* by reference to supplementary documents, or through execution of a *Change Order*. The contract between the District and the Contractor is not to be construed as an agreement between the District and any subcontractor, material or equipment supplier, or any other individuals or entities enjoined to the Contractor for purposes of contract execution.
11. **Contract Documents:** Documents including all terms and conditions and forms contained in the Contract Documents as originally published as well as any published bid addenda, any referenced drawings and specifications related to the project and integral to the performance of the work, and any *Change Order* (or directive) executed after contract execution.
12. **Contractor's License Number:** License number issued by the South Carolina Contractors' Licensing Board and required for all general contractors (as prime contractors) and all mechanical contractors (as prime contractors or subcontractors) performing construction in excess of \$5,000. (For information contact the South Carolina Contractors' Licensing Board at 803-896-4686.)
13. **Contractor's Group Number:** A designation by the South Carolina Contractors Licensing Board from one (1) to five (5) indicating a specific dollar value limitation on construction licenses for prime contractors and mechanical contractors. Such licensure designation limits the Contractor's or subcontractor's ability to bid on or perform the work designated in the Contract Documents.
14. **Debarred:** The disqualification of an individual or entity from bidding on or being awarded a contract by the State of South Carolina or any other governmental entity for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. Any individual or entity debarred by the State of South Carolina or other governmental entity is ineligible to bid on or accept any contracts with the District under the debarred name or any other name.
15. **District:** Horry County Schools as represented by its Board of Education, Superintendent, management staff, procurement officials, employees, or other authorized representatives or agents. The District's Construction Management Office has the authority to contract for architectural and construction services and administration of the resulting contracts in accordance with the District's Procurement Code and the directives of the Board of Education.
16. **District Bid Contact Person:** Designee of the District Procurement Officer assigned to officiate the bid process for construction work or other related services.
17. **District Procurement Officer:** The District's head of Procurement assigned to oversee procurement processes to ensure conformance to the District's Procurement Code and to facilitate protests and claims.
18. **Entity:** Any business, corporation, partnership, sole proprietorship, joint stock company, joint venture, or any other legally formed organization.
19. **Informality or Irregularity:** A bidding requirement not fully complied with by the Bidder, waived by the District or allowed to be corrected when it is merely a matter of form or an immaterial variation from the exact requirements of the *Bid Instructions* having no effect or negligible effect on total bid price, quality, quantity or delivery of supplies or performance of the contract and for which the waiver or correction would not be prejudicial to the relative standing of the other bidders.
20. **Invitation for Bids:** A written and published solicitation document issued by the District for the procurement of construction work, which shall ordinarily result in a contract awarded to the lowest responsive and responsible Bidder.
21. **May:** The word "may" or other such words or phrases used anywhere in the Contract Documents indicates a recommendation that is adhered to by the Bidder, Contractor, Architect/Engineer or District at his/her choice.
22. **Minority or Woman Owned Business:** Means a small business concern that is at least fifty-one percent (51%) unconditionally owned by one or more individuals who are both socially and economically disadvantaged or are women or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one or more socially and economically disadvantaged individuals or by women.
23. **Notice of Intent to Award:** A written notice of the District's acceptance of a Bidder's bid and the intention to award a contract. The *Notice of Intent to Award* is mailed to all bidders and posted at <https://rapp.vendorregistry.com/Bids/View/BidsList?buyerId=2f302e8a-69b0-407b-a21a-3368d004365e>. The *Notice of Intent to Award* is not an authorization for commencement of work but only serves as a notice of the District's intention to enter into a contract. Such *Notice of Intent to Award* may be cancelled prior to the execution of a contract.
24. **Official Bid Form:** A form furnished by the District to be completed and signed by an authorized representative of the bidding entity and submitted by the bid opening date and time, which constitutes the Bidder's offer to furnish all materials and labor to accomplish the work at the offered prices in the time frame established by the District.
25. **Payment Bond:** A bond provided by the Contractor on the District's *Payment Bond* form in which a Surety guarantees to the District that the Contractor shall pay subcontractors and suppliers providing work or materials under the contract. (See District's Procurement Code for additional payment bond requirements.)
26. **Performance Bond:** A bond provided by the Contractor on the District's *Performance Bond* form in which a Surety guarantees to the District that the work under the contract shall be performed in accordance with the Contract Documents and in the time established as may be amended by any *Change Order*. (See District's Procurement Code for additional performance bond requirements.)

27. **Pre-bid Conference:** A meeting, generally conducted at the worksite location if there is an existing structure, approximately fifteen (15) days prior to the bid opening date and time for potential bidders, the Architect/Engineer, and District representatives to view and/or discuss the conditions under which the work is to be performed and to provide clarification of the Contract Documents, which shall be confirmed in a subsequent *Bid Addendum*. Normally the pre-bid conference is voluntary (non-mandatory) unless otherwise stated in the *Invitation for Bids*; however, Bidders are responsible for getting the issued addendum following the conference. If the pre-bid conference is designated as mandatory in the *Invitation for Bids*, only those bids from those bidders represented at the mandatory conference shall be considered.
28. **Principal:** Officers, directors, owners, partners, and individuals having primary management or supervisory responsibilities within a business entity, including project directors, financial officers or other such key personnel.
29. **Product Data:** Standard prepared data including such information as project specifications and installation instructions, catalog cuts, product photographs, operating and maintenance instructions, and indicating other general or standard manufacturing or fabrication characteristics.
30. **Project:** The total scope of work to be performed as provided in the Contract Documents whether performed by one or more contractors, subcontractors or the District itself. (Also referred to as the "work," the "work to be performed" or other such terms.)
31. **Project Manager:** The Contractor's designated representative to manage the flow of materials to the worksite and the timely sequencing of all sub-contracted work to ensure the continual progress of the work to meet the substantial and final completion dates established as may be amended by any *Change Order*.
32. **Representative:** An authorized designee of an individual or entity with formal responsibilities as specified by contract or employment agreement.
33. **Shall:** The word "shall" or "must" or other such words or phrases used anywhere in the Contract Documents indicates a mandate that must be adhered to by the Bidder, Contractor, Architect/Engineer or District.
34. **Special Conditions:** A part of the Contract Documents which supplements, modifies, changes, adds or deletes from the requirements of the *Bid Instructions*, the provisions of the *General Contract Conditions*, or other Contract Documents and specifies terms and conditions specific to the work to be performed.
35. **Specifications:** A written description of the physical, functional, or performance characteristics, or the nature of the materials, equipment, processes, construction, or work to be performed. It includes, as appropriate, construction standards, technical data, workmanship, inspection and testing requirements.
36. **Subcontractor:** An individual or entity, who is properly licensed to do business in the State of South Carolina, having a direct contract with the Contractor to perform a portion of the work described in the Contract Documents. Any reference to subcontractor also includes any representatives, agents, or employees of the subcontractor or any other entity enjoined to the subcontractor to perform any work in relation to the project.
37. **Surety:** An individual or entity who promises, in writing, to make good the debt or default of a Bidder, Contractor or other entity.
38. **Suspension:** Disqualification of an entity to submit a bid or receive an award of a contract from the State of South Carolina or other governmental entity for a designated period of time pending the completion of an investigation and any legal proceedings that may ensue because the entity is suspected, upon probable cause, of engaging in criminal, fraudulent, seriously improper conduct or the failure or inadequacy of performance.
39. **Taxpayer Identification Number (TIN):** Means the number required by the Internal Revenue Service to be used by the Bidder or Contractor in reporting income tax and other returns. (A Federal Identification Number or Social Security Number.)
40. **Trivial or Negligible Effect:** An increase in the amount of the base bid or a decrease in the Contractor's cost not to exceed one percent (1%).
41. **Worksite:** The actual location(s) where the scope of work as identified in the Contract Documents is to be performed by the Contractor.
42. **Worksite Superintendent:** Contractor's representative at the worksite who is responsible for continuous field supervision, coordination, and completion of the work and for the enforcement of safety regulations. The worksite superintendent performs no other duties or trade work. A secondary worksite superintendent may be required, who may or may not perform additional duties in addition to worksite superintendent activities.

End of Definitions



# BID INSTRUCTIONS



1. **Bidder Representations:** By signing and submitting a bid, the bidding company's (the Bidder's) Principal represents he/she has read and understands these *Bid Instructions* as well as the work to be performed and the conditions under which the Contractor shall perform the work included in the Contract Documents (*Contract Agreement*, Exhibits A through G, specifications and drawings, forms and any other referenced documents therein) and the bid is made in accordance therewith. The Bidder's principal certifies the bid submitted is based upon the materials, equipment and systems specified in the Contract Documents, as amended by any addendum, and incorporates all costs necessary for the successful completion of the work to be performed in the stipulated time. Bidders are expected to examine the solicitation documents thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the Bidder's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation documents shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by addendum. Bidder assumes responsibility for any patent ambiguity in the solicitation documents that Bidder does not bring to the District's attention.

2. **Bidder Licensing:** By submitting a bid, the Bidder's principal certifies, to the best of its knowledge and belief, that the Bidder has met the licensing requirements for the State of South Carolina, is not debarred or suspended by any governmental entity or the State of South Carolina, and is eligible to submit a bid to and perform construction work for Horry County Schools ("the District"). The Bidder further represents all subcontractors stated on the *Official Bid Form* or subsequently enlisted to perform a portion of the work outlined in the Contract Documents also meet all licensing requirements of the State of South Carolina as may be required, and are not debarred or suspended from submitting a bid or performing construction services for any governmental entity or the State of South Carolina. Bidders and their subcontractors are advised the District shall report Contractor Licensing Law violations to the S.C. Contractors' Licensing and Regulations Board.

3. **Solicitation Information from Sources Other than Official Source:** South Carolina Business Opportunities (SCBO) is the official state government publication for State of South Carolina and Horry County School District solicitations. Any information on District solicitations obtained from any other source is unofficial and any reliance placed on such information is at the Bidder's sole risk. Once the initial notice has been published in SCBO, all additional information relating to the solicitations (addenda, award notices, etc.) will be posted on the District's Procurement website at <https://www.horrycountyschools.net/Page/15007>.

4. **Bid Documents:** Any potential Bidder is solely responsible for obtaining a complete set of Bid Documents (*Bid Instructions*, bid addenda and forms) as issued by the District and including the Contract Documents, which are an integral part of the bid process, from the posted source(s) as directed in the *Invitation for Bids*. The availability of these documents does not confer a license or grant permission for any other use of any portion of the Bid Documents or Contract Documents.

5. **Pre-Existing Site Conditions:** Before submitting a bid, the Bidder shall carefully review all documents and examine the worksite in conjunction therewith to ascertain site conditions affecting the performance of the work. If the Bidder receives a contract award but failed to make such examinations, the Bidder shall in no way be relieved of the obligation to comply in every detail with all provisions and requirements of the Contract Documents without additional compensation or time.

6. **Interpretations and Clarifications:** Requests for additional information or questions regarding error, omission or clarification of any portion of the Bid Documents or the Contract Documents or any addendum, shall be submitted in writing to the District Bid Contact Person stated in the *Invitation for Bids* by e-mail or facsimile no later than five (5) days prior to the bid opening date and time unless an earlier date is stated on the *Invitation for Bids* or as may be amended. Any interpretations, corrections, or changes to the Bid Documents or the Contract Documents made in any other manner than by a written addendum shall not be binding, and Bidders shall not rely upon them. Any information given a prospective Bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an addendum to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective bidders. See clause entitled "Bidder Representations." **We will not identify you in our answer to your question.** The District seeks to permit maximum practicable competition. Bidders are urged to advise the Procurement Specialist – as soon as possible – regarding any aspect of this procurement, including any aspect of the solicitation that unnecessarily or inappropriately limits full and open competition.

7. **Pre-Bid Conference:** While the District considers any scheduled pre-bid conference critical to understanding the bidding and project requirements and site conditions; attendance is non-mandatory unless otherwise stated in the *Invitation for Bids*; however, Bidders are responsible for ensuring they have received the information from the pre-bid

conference site review provided in a subsequent addendum. The date, time and location of any pre-bid conference are stated in the *Invitation for Bids*.

8. **Materials Standards and Substitutions:** The materials, products, equipment, and processes described in the Contract Documents establish a standard of required function, dimension, appearance, quality and performance to be met. Bidders shall only bid **NEW** materials, products, equipment and processes unless the Contract Documents clearly state otherwise.

9. **Addenda:** Addenda shall be issued prior to the bid opening date and time for the purposes of modifying or interpreting the Contract Documents through additions, deletions, clarifications or corrections. No addendum shall be issued later than four (4) days prior to the bid opening date except to a) withdraw the *Invitation for Bids*, or b) to postpone the bid opening date and time. When an addendum is issued for the purposes of postponing the bid opening date and time, the addendum shall establish the new bid opening date and time no earlier than five (5) days after the addendum issue date. Addenda shall be posted on the on-line bidding source(s) stated in the *Invitation for Bids*. A Bidder shall acknowledge receipt of all addenda issued by identifying the addendum number and the date of issuance with the Bidder's initials in the spaces provided on the *Official Bid Form* or the bid shall be found non-responsive in accordance with the District's Procurement Code. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

10. **Authorization of Bidder:** The legal name of the Bidder and the signature of the Bidder's Principal shall be affixed on the *Official Bid Form* and other documents requiring signature as part of the bid submission along with required notarizations. A bid submitted by an agent shall have a current written power of attorney attached certifying the agent's authority to bind the Bidder. Unsigned bidding forms shall render the bid non-responsive in accordance with the District's Procurement Code.

11. **Official Bid Form:** Bids shall be presented on the District's *Official Bid Form* or an identical copy. Bids submitted in response to this solicitation shall be in the English language and in US Dollars, unless otherwise permitted by the solicitation. To ensure a bid is considered responsive, a) all blanks or information requested shall be completed, b) any blanks not applicable to the bid or the Bidder shall have inserted in the blank the words "N/A" (not applicable) or "none" or other such designation, c) all issued addenda shall be acknowledged, and d) all insertions, alterations and/or erasures shall be initialed by an official representative of the Bidder. The base bid and any other pricing required shall be expressed only in numbers written legibly in ink. Non-legible numbers shall be subject to District interpretation, and the determination is final. Any modification to the requirements of the Contract Documents or any other Bidder conditions may render the bid non-responsive in accordance with the District's Procurement Code.

12. **Bid Alternates:** Bid alternates listed on the *Official Bid Form* constitute required pricing for additions, reductions, or modifications to the work specified in the base bid. Bidders shall bid all requested alternates listed and indicate whether the pricing is in addition to or a deduction from the base bid pricing or whether there is no change if the bid alternate is accepted by the District. If a Bidder fails to bid any alternate, the bid shall be found non-responsive. Bidders shall include in each bid alternate price all costs necessary to provide a complete, operable, functional, and fully integrated portion of work with the work in the base bid including any bonding, overhead and profit. Pricing shall not be conditioned upon the acceptance of any other bid alternate unless specifically stated by the District. The District reserves the right to reject any or all bid alternates or accept bid alternates in any order or combination.

13. **Unit / Incremental Pricing:** A Bidder shall stipulate all unit/incremental pricing requested on the *Official Bid Form* for potential additional work in unforeseen circumstances. Unit/incremental pricing shall be the installed price including all costs to the District such as, by way of illustration and not limitation, materials, labor, equipment, fees, taxes, or other such direct costs. Bonding, overhead and profit costs shall not be included in the pricing as these costs will be added when a *Change Order* is processed. The District shall have the right to require the Bidder to amend the unit/incremental pricing prior to contract award if, in the estimation of the District, the pricing provided appears inflated in relation to pricing of other bids submitted.

14. **Allowances:** Allowances specified by the District in the Contract Documents for a specified product purchase or work to be completed shall be included in the base bid or applicable alternate bid when computing the pricing. An allowance is a reimbursement, dollar for dollar, for actual costs incurred for the product purchase or performance of the work specified. Application of bonding, overhead and profit shall also be included in the pricing when incorporating the allowance.

15. **Subcontractor Disclosure:** The Bidder shall name on the *Official Bid Form* those subcontractors required by the District to be named. Any subcontractor who will perform a

portion of the work equal to or greater than three percent (3%) of the Contractor's bid shall be disclosed to the District prior to the execution of a contract. When the Bidder intends to perform any trade listed with the Bidder's own forces, the Bidder shall be named in the place of any subcontractor required to be listed. Failure to complete the list or listing a subcontractor that is not properly licensed (if required by LLC) shall render the bid non-responsive and is not subject to cure by substitution. Listing more than one (1) subcontractor or the Bidder and a subcontractor shall only be done when the work will be shared by both. **All** subcontractors, whether or not listed on the *Official Bid Form*, must meet the licensing and experience requirements stated in these *Bid Instructions* as applicable.

**16. Subcontractor Conflicts of Interest:** A Bidder shall not list as a subcontractor any representative, agent, or employee of the District or the Architect/Engineer without written approval of the District, in advance. No representative, agent or employee of the District or the Architect/Engineer shall have more than a five percent (5%) interest in the Bidder's or any subcontractor's business used in the performance of the work without approval of the District. No representative, agent or employee of the District or the Architect/Engineer having official responsibility in the procurement process shall receive any payment, loan, subscription, advance, deposit of money, services, offer of employment or anything else of greater than a nominal value (in excess of \$25.00). The Bidder, nor any subcontractor proposed in the *Official Bid Form*, shall have provided any consultant services related to the designs of the work to be performed or product specifications which would render that entity ineligible to bid in accordance with the District's Procurement Code.

**17. Subcontractor Substitution:** The District shall have the right to reject any subcontractor that ordinarily appears to meet the requirements but, unknown to the Bidder, is not acceptable to the District at the time of bid submission. Substitution of an unacceptable subcontractor shall be in accordance with the District's Procurement Code. If, at the bid opening, the Contractor lists a subcontractor who, at the time the bid was submitted, was not sufficiently licensed under State law to perform the work for which it was listed as the subcontractor, the bid shall be considered non-responsive unless allowed by the District under Paragraph 30.

**18. Use of Minority and Economically Disadvantaged Subcontractors:** The District encourages the Bidder's use of minority-owned and women-owned businesses as subcontractors provided they meet all the requirements of the *Bid Instructions*, as applicable.

**19. Bid Security:** Each bid shall be accompanied by bid security pledging the Bidder shall enter into a contract with the District on the terms stated in the Contract Documents and has the ability to furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereto. Bid security shall be in an amount not less than five percent (5%) of the total bid price including all allowances and bid alternates and shall be made payable to the District. Each Bidder shall maintain such bid security in full force and effect until such time as a) the Contract Agreement has been executed and a *Performance Bond* and *Payment Bond* have been furnished to the District, b) the specified acceptance period has elapsed and the Bidder has refused the District's request to extend the acceptance period at the same bid price, or c) the District has rejected all bids. A Bidder who submits a bid security not meeting the requirements herein or in the District's Procurement Code shall be considered non-responsive except as may otherwise be provided for in the District's Procurement Code.

**20. Bid Bond Requirements:** Any bid bond submitted with a bid of one hundred thousand dollars (\$100,000) or more shall be issued by a surety company licensed to conduct business in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability" and show a financial strength rating of at least five (5) times the total bid price including all allowances and alternates. For projects less than one hundred thousand dollars (\$100,000), the issuing surety company shall have a "B+" minimum rating of performance and a financial strength of at least four (4) times the total bid price. The attorney-in-fact that executes the bid bond on behalf of the surety shall affix to the bid bond a current certified power of attorney.

**21. Bid Security Forfeiture:** Refusal or failure of the Bidder to a) enter into a contract; b) furnish a *Performance Bond* and *Payment Bond* as required; c) correct any bid deficiency; or d) provide any additional information when requested for determination of responsibility shall cause forfeiture of the amount of the bid security to the District.

**22. Bid Submission:** Bids delivered orally or via telephone, telegraph, e-mail, facsimile, or other such methods are not sealed bids and are unacceptable. Bids submitted in any other way than as required in these *Bid Instructions* shall be considered non-responsive in accordance with the District's Procurement Code.

**23. Receipt of Bids:** Bids shall be received at the location stated in the *Invitation for Bids* no later than the date and time published in the *Invitation for Bids*, as they may be amended by any addendum. Timely submission of a fully completed bid is solely the responsibility of the Bidder. It is the Bidder's responsibility to synchronize submission time with the District's official bid clock at the bid opening location to avoid late submissions.

**24. Sealed Bid Packaging:** If hard bids are being accepted via hand-delivery or through the mail, the documents required for bid submission shall be enclosed in a sealed, opaque

envelope before delivery, mailing, or insertion into any express carrier envelope or packaging. The exterior of the sealed, opaque envelope shall be clearly marked with a) the project name and project/bid number, b) the Bidder's name and address, c) the Bidder's Contractor license number, and d) the words "SEALED BID" in bold print. The Bidder shall assume full responsibility for the correct packaging and identification of the sealed bid to prevent exposure of bid pricing prior to the official bid opening date and time. Any premature opening of a bid shall be handled in accordance with the District's Procurement Code.

**25. Vendor Registration Mandatory:** The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective offerors must be registered through this electronic system. Registration can be completed through the following link: <https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>. Once registered, suppliers must keep their information current.

**26. On-Line Bidding Instructions:** (a) Mandatory Registration: You must register before you can submit an offer online. See clause entitled "Vendor Registration Mandatory". To register or submit and offer, please visit the following site: <https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>. (b) Once registered and signed into the system, choose the solicitation you wish to respond to. The system will provide the necessary steps to obtain the required information from the Bidder. (c) To confirm your offer has been submitted, you should receive an email notification from [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com) with the subject line "Vendor Bid File Submittal". Only offers with an email status of "Vendor Bid File Submittal" have been received by the District.

If you experience any issues, contact Vendor Registry Support Team by email at [cservice@vendorregistry.com](mailto:cservice@vendorregistry.com) or toll free at 844-802-9202. **PLEASE NOTE:** Do NOT wait until the last minute to enter your submission. Registration for new contractors can take up to three (3) days.

**27. Submitting a Paper or Modification:** Paper offers are not the preferred method of submission. Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification electronically. See clauses titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS."

If you must submit a paper offer or modification the following instructions apply: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to one of the following address and as provided on the Official Submission Form:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Horry County Schools	Horry County Schools
Attn: Procurement Office/ B300	Attn: Procurement Office/ B300
PO Box 260005	335 Four Mile Road
Conway, SC 29528	Conway, SC 29526

The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. The District is only receiving packages via of delivery service on Tuesdays and Thursdays. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) If the solicitation is a Request For Proposal or Request for Qualifications, refer to Section Proposal Special instructions # 3. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

The District's Mail Services picks up all mail from the US Postal Service daily, around 9:00AM (excluding weekends and holidays), and disseminates the mail to the Procurement Services office normally by 12:00 PM. See provision entitled Deadline for Submission

**28. Electronic Files – Required Media and Format:** Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name and be compatible with Microsoft Office (version 2003 or later) or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files.

**29. Deadline For Submission of Offer:** Any offer received after the Procurement Officer of Horry County Schools or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Horry County Schools Office of Procurement as instructed on the Cover page prior to the bid opening or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)].



**30. Bid Acceptance Period:** Any bid submitted shall be binding on the Bidder and irrevocable by the Bidder for forty-five (45) days following the bid opening date and time. No required Bid Documents, including any bid security, shall be modified, withdrawn or cancelled by the Bidder during this acceptance period. In order to withdraw a bid after the minimum time period specified, the Bidder must notify the Procurement Officer in writing.

**31. Withdrawal or Modification of a Bid:** Withdrawal or modification of a bid prior to or after the bid opening date and time shall only be done in accordance with the District's Procurement Code. Negligence or error on the part of any Bidder in preparing a bid confers no right of withdrawal or modification after the bid opening date and time. No Bidder who, at the District's discretion, is permitted to withdraw a bid shall in any way benefit from the contract later awarded.

**32. Bidder Responsiveness:** For a bid to be considered by the District, the Bidder shall first be determined by the District to be responsive to the bid requirements. Any bid which fails to conform in all material respects to the essential requirements of the *Bid Instructions* and the required forms shall be considered non-responsive and rejected as provided for in the District's Procurement Code. A bid may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. The District may also reject a bid as unresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. A bid is also non-responsive if, at the bid opening, the Contractor lists a subcontractor who, at the time the bid was submitted, was not sufficiently and appropriately licensed under State law to perform the work, and such non-responsiveness is not subject to cure by substitution. Any bid which the District is prohibited by law from considering shall be rejected as non-responsive unless allowed by the District under Paragraph 30.

**33. Bidder Responsibility:** For a *Contract Agreement* to be executed, the Bidder shall also be determined by the District to be responsible. The District may make any and all reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work timely and to the satisfaction of the District. A determination of responsibility focuses on whether the Bidder has the necessary facilities, resources, qualifications, and ability to provide the work specified in the Contract Documents in a satisfactory and timely manner. For a Bidder to be deemed responsible, it must have the capability in all respects to fully perform the contract requirements, and have the integrity and reliability to assure timely good faith performance, which may be substantiated by past performance. Factors used to assess responsibility may include, by way of illustration and not limitation, a) availability of appropriate finances, material, equipment, facilities, expertise, and personnel resources, or the ability to obtain them, necessary to meet all contractual requirements; b) a satisfactory record of performance and integrity with the District and other governmental entities; c) no outstanding debts owed nor any judgments in the past five (5) years or currently pending with the District or any other entity; d) the capability of legally contracting with the District or the State of South Carolina; e) Bidder and subcontractors being properly qualified and eligible to contract for the work as stated in the next paragraph; f) supplying all necessary, required and requested information within forty-eight (48) hours of the request by the District; and g) submit to a very detailed bid evaluation process administered by the District which includes all subcontractors.

**34. Minimum Contractor Qualifications Required:** The District reserves the right to reject any Bidder as non-responsive if the evidence submitted by the Bidder or any investigation of the Bidder fails to satisfy the District of the responsibility factors in the previous paragraph and, by way of illustration and not limitation, the following:

A. The Bidder's experience, skill, and ability, to perform the work required as well as the experience, skill, and ability of key personnel. At least one principal of the business shall have a minimum of ten (10) years of documented commercial construction experience or an equivalent of five (5) years of documented school construction experience. The Contractor's project manager and worksite superintendents as well as all subcontractors shall each have a minimum of five (5) years of documented commercial construction experience or as required in the *Contract Agreement*.

The Project Manager (and Project Superintendents) are to be 100% assignable to this Horry County Schools project. The proposed Manager and Superintendent must have worked a minimum of two (2) years for the General Contractor naming them in their bid. Both must have experience working on construction projects in close proximity to and/or within occupied and operating facilities.

The District understands the importance of good planning and management. As such, the qualifications for both the Project Manager and the Superintendent will be a significant portion of the Contractor evaluation in determining "responsibility" as it relates to the selection process of the selected General Contractor. Therefore it is the District's anticipation that the Project Manager will be familiar enough with the project and project demands that he/she can organize and oversee the responses during the District's evaluation process for the General Contractor as specified in paragraph 27 of the *Bid Instructions*.

The District requirements for staffing the project listed in the *Contract Agreement* are to be considered the minimum amount of key supervisory staff assigned to the project. The Contractor, with his in-depth knowledge of building facilities projects must allocate the necessary personnel to deliver the project in a timely, safe, and quality manner.

B. The Bidder and subcontractors having and maintaining a valid Contractor's license with the South Carolina Contractors' Licensing and Regulations Board at an appropriate level for the project being bid or the portion of work to be performed, as may be required. Contractors and subcontractors shall have been licensed by the South Carolina Contractors' Licensing Board (or contractors' licensing agency of another state, in equivalent categories) for a minimum of five (5) consecutive years immediately prior to the bid submission in the construction field or discipline the Contractor or subcontractor will be performing.

C. The Bidders' ability to meet the required insurance and bonding requirements. The Contractor shall have a minimum aggregate available bonding capacity of at least twice the value of the project being bid and shall provide proof of such available bonding capacity as part of the bid submission. The insurance coverage shall be specific to the project as stated in the *Contract Agreement* with the District and Architect/Engineer listed as additionally insured. The Contractor must also have an experience modifier rate (EMR) not greater than 1.00 unless allowed by the District under Paragraph 30.

D. The demonstrated ability of the Bidder and the listed subcontractors to perform construction work promptly within the time specified, without delay or potential default.

E. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder and the listed subcontractors and their key employees, owners, directors, officers or others associated with them.

F. The quality of the Bidder's and listed subcontractors' past and present performance on other contracts entered into and the Bidder's experience with projects similar to the one identified in the Contract Documents.

G. Any current contract between the District and the Bidder or any listed subcontractor in compliance with all terms and conditions of the contract.

H. The Bidder or any listed subcontractor not currently debarred from doing business with the State of South Carolina, the District or any other governmental entity.

I. Any amounts due and payable to the District by the Bidder or any listed subcontractor paid in full prior to the bid submission.

**35. Right of Waiver:** The District reserves the right to waive any requirements of the previous *paragraph(s)* or any informalities or irregularities in any bid received and award a contract which, in the District's judgment, is in the best interests of the District and in accordance with the District's Procurement Code.

**36. Notice of Intent to Award:** It is the intent of the District to award a contract to the lowest responsive and responsible Bidder provided the funds are appropriated by the Horry County Board of Education, and the bid does not exceed the funds available. The District expects to post a *Notice of Intent to Award* for this project electronically within thirty (30) calendar days of the bid opening date and time on the District's website page as provided on the Cover Page Public Notice section and any other bid posting locations stated in the *Invitation for Bids*. A *Notice of Intent to Award* with bid tabulation shall also be faxed or e-mailed to all Bidders at the time of posting.

**37. Contract Award:** A *Contract Agreement* shall not be executed between the Contractor and the District until one (1) business day after the completion of the protest period. The *Notice of Intent to Award* is not an authorization for commencement of work but only serves as a public notice of the District's intention to award a contract. A *Notice of Intent to Award* may be rescinded if a) funds for the project become unavailable or the project pricing exceeds the available funding as determined by the Horry County Board of Education; b) further information is brought to the District's attention leading to a determination of Bidder non-responsibility; or c) a protest decision requires rescinding of the *Notice of Intent to Award* or rebidding. The successful Bidder providing services without a fully executed *Contract Agreement* does so at its own risk and expense, and the District shall not be liable for payment of any work performed or the cost of any materials unless the fully executed *Contract Agreement* has been issued to the Bidder.

**38. Vendor Application:** Bidders who have not provided products/services to Horry County Schools in the past or have not updated your company's profile with the District via a completed vendor application and W-9 within the past three (3) years, please complete the vendor application along with the W-9 and submit with your offer. The forms are online at: <https://www.horrycountyschools.net/Page/10671>.

**39. Governing Law:** The bidding process and any subsequent contract executed shall be governed by the District's Procurement Code and the laws of the State of South Carolina. A copy of the Procurement Code is available on the District's website at: <https://www.horrycountyschools.net/cms/lib/SC02209139/Centricity/Domain/3189/Procure>

[ment Code.pdf](#). All Bidders are encouraged to read the Procurement Code as it relates to the construction bidding and contracting processes prior to submitting a bid.

**40. Ethics Certificate:** By submitting a bid, the Bidder certifies that the Bidder has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for official gain; Section 8-17-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

**41. Prohibited Communications and Donations (modified):** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, **potential and actual Offerors (including any subcontractors or sub-consultants) must not communicate, directly or indirectly, with the District or its employees, agents, or officials (including members of the School Board and/or the District Selection Committee) regarding any aspect of this procurement activity**, unless otherwise approved in writing by the Procurement Specialist. All communications must be solely with the Procurement Specialist. (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. **You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.**

**42. Non-Collusion Clause:** By submitting a signed bid, the Bidder certifies the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid prices. The Bidder further certifies the Bidder is not party to any collusive action or any action which may be in violation of any federal or state antitrust act, nor has the Bidder offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer, or subcontractor in connection with the bid to be offered to the District. Any and all bids shall be rejected if there is any reason for believing collusion exists among the Bidders which may be a violation of Federal or State antitrust acts. The District may or may not, at its discretion, accept future bids for similar work from Bidders suspected of collusion.

**43. Bidding Expenses:** All costs associated with a) ordering documents, b) attendance at any pre-bid conference(s) or other bid meetings, c) worksite observations, d) preparation and presentation of a bid, e) supplying any documentation required by the District for purposes of determining Bidder responsibility or in relation to any protest or appeal, or f) any other costs incurred prior to execution of a *Contract Agreement* is solely the responsibility of the Bidder.

**44. Protest Procedure:** Any prospective bidder, Offeror, consultant, subconsultant contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided.

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with this solicitation or the intended award or award of a contract under this solicitation may protest to the Horry County Schools in accordance with the Horry County Procurement Code Article XII LEGAL AND CONTRACTUAL REMEDIES §11-35-4210 at: CPO, Office of Procurement Services, 335 Four Mile Road, B300, Conway SC 29526. EMAIL: [rstrickland@horrycountyschools.net](mailto:rstrickland@horrycountyschools.net). 843.488.6893

End of Bid Instructions

# LONG FORM CONTRACT AGREEMENT



<b>THE DISTRICT:</b> Horry County Schools 335 Four Mile Road, P.O. Box 260005 Conway, South Carolina 29528-6005 Phone: 843-488-6938	<b>CONTRACTOR:</b>  Phone: _____	<b>CONTRACT DATE:</b> <b>PROJECT NAME:</b> Modular Classrooms <b>PROCUREMENT No.:</b> 2122-52VS <b>CONTRACT VALUE:</b>
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The following terms and conditions are applicable to this *Contract Agreement* between the parties listed above for the Scope of Work (Exhibit A) established:

1. **Contract Validity:** The *Contract Agreement* shall be executed by a responsible signatory of the District and the Contractor and, along with all the Exhibits and the documents referenced therein forming the Contract Documents, represents the full and complete agreement between the parties. All Contract Documents are intended to be complementary and what is required by one shall be as binding as if required by all. In the case of apparent ambiguity or contradiction, these terms and conditions shall take precedence. Divisions of the Contract Documents into sections and paragraphs shall not interpret or alter the meaning or intent of any provision.
2. **Authority for Changes:** Neither the Architect's nor the District's representatives, agents or employees have any independent authority, either expressed or implied, to amend the Contract Documents, either orally or in writing. To be official and binding, amendments shall only be made in writing as a *Construction Change Directive (CCD)* or a *Change Order* based upon the requirements in Exhibit E.
3. **Contract Forms:** Forms contained in the Contract Documents are the official forms intended for the specified use in preparation and administration of the contract. Any similarly intended forms as distributed by AIA, ACCORD or any other source shall not be substituted except as approved by the District; however, any deficiencies or variances in terms and conditions of those substituted forms from the District's approved forms shall not be applicable or binding upon the District but shall be superseded by the language contained in the District's required forms.
4. **Ownership of Documents:** Under separate contract with the Architect, the District has ownership of all specifications and drawings in relation to the project. Neither the Contractor nor any other entity shall claim ownership or copyright of any drawings, specifications or other Contract Documents prepared by the District or the Architect nor shall they be used on any other projects without written consent of the District. This requirement survives completion or termination of the *Contract Agreement*.
5. **Non-Waiver of Rights:** Failure by the District to enforce any provision of the Contract Documents shall not be construed as a waiver of any such provision and shall not affect the validity of the *Contract Agreement* or any part thereof or the right of the District to enforce any provision at any time. No action or failure to act by the District or the Contractor shall constitute a waiver of a right or duty afforded them under the Contract Documents nor shall such action or failure to act constitute approval of or acquiescence to a breach, except as may be specifically agreed to in writing signed by both parties.
6. **Maintenance and Auditing of Contractor's Records:** The Contractor shall prepare and maintain project records as required by the District, acceptable accounting standards, and applicable laws for a period of three (3) consecutive years following completion of the project as evidenced by the date of final payment to the Contractor. The District, the Office of General Services of the State of South Carolina, and any auditor under contract with the District has the right to audit the Contractor's records related to the *Contract Agreement* at any time. The Contractor shall ensure all records are available for inspection at the location specified by the District within seventy-two (72) hours of notice by the District at no additional cost to the District. This requirement shall survive termination or completion of the contract.
7. **Contractor Performance:** Performance by the Contractor shall be required only to the extent consistent with the *Contract Agreement*, including all *Change Orders (Exhibit E)* necessary to produce the intended result.
8. **Acts, Errors, Omissions, and Inconsistencies:** The Contractor shall be responsible to the District for acts, errors and omissions of the Contractor, subcontractors and suppliers who perform any portion of the work or supply any materials, equipment or processes to be incorporated into the work. The Architect and the District shall at no time be legally responsible for any negligence or other acts by the Contractor, any subcontractor, any supplier, or anyone enjoined to them.
9. **Independent Contractor Status:** The Contractor shall be legally considered an independent contractor and neither the Contractor nor any subcontractor or supplier shall, under any circumstances, be considered employees, representatives, or agents of the District or the Architect.

10. **District Representatives' Authority:** The District's assigned Project Manager and project representative(s) as identified in the *Scope of Work (Exhibit A)* shall provide administration of the *Contract Agreement* and associated Contract Documents and shall act

on behalf of the District only to the extent of a) the terms and conditions of the Contract Documents; b) their respective duties; and c) the authority granted to them in accordance with their respective positions with the District or through a contractual agreement.

11. **Required Meetings:** A pre-construction conference with the District and the Architect shall be scheduled prior to work commencement. At a minimum, the Contractor, the Contractor's Worksite Superintendent(s), and a representative of each subcontractor listed in the bid shall be in attendance. Construction meetings during the progress of the work shall be held by the District as often as required in the *Scope of Work (Exhibit A)* and, at a minimum, the Contractor's Worksite Superintendent(s) and a representative of any subcontractor currently performing work or scheduled to begin performing work shall be in attendance. At the meetings, the Contractor shall provide a) a progress report as it relates to the established substantial completion date and approved construction schedule, b) any scheduling changes conforming to the established completion date, c) performance issues, problems or delays encountered and resolutions to avoid failure in meeting the completion date, d) the District's scheduled activities or other needs at the worksite, and e) any other aspects of the work deemed to have a potential impact on the date of substantial completion. Other meetings may be required with regulatory authorities or the District's Board of Education. All such meeting requirements shall be adhered to by the Contractor at no additional cost to the District.

12. **Reporting of Errors, Omissions or Inconsistencies:** Errors, omissions, and inconsistencies discovered in the Contract Documents not previously recognized in the bidding process shall be reported to the District, in writing, within twenty-four (24) hours of discovery for appropriate resolution. If the Contractor performs any construction activity involving a recognizable error, omission, or inconsistency without first notifying the District for a determination, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the costs for correction.

13. **Building Permit and Other Permits and Fees:** No general building permit is required in accordance with § 6-9-110 of the South Carolina Code of Laws; however, the Contractor shall be required to provide mechanical, electrical, plumbing and other such permits which may be required for purposes of inspection at no additional cost to the District. Except for permits and fees which are the responsibility of the Contractor in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments, utility impact fees, permits, and such charges required for the successful completion of the work.

14. **Verification of Worksite Measurements and Conditions; Surveys:** The Contractor shall take worksite measurements and verify worksite conditions and shall carefully compare such measurements, conditions and other information known to the Contractor with all Contract Documents before commencing with the work. The Contractor shall establish all working lines, grades, and bench marks, appropriate to the work being performed, and shall be responsible for accuracy of same. The District shall furnish any necessary land surveys describing physical characteristics, legal limitations and utility locations for the worksite, if necessary to the performance of the work. From the information provided by the District, the Contractor shall develop and make all detailed surveys, as needed, for the performance of the work such as, by way of illustration and not limitation, slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be responsible for any mistakes which may be caused by the unnecessary loss or disturbance.

15. **Conformance to Applicable Laws:** The Contractor shall comply with and give notices as required by all applicable laws bearing on construction of school facilities including, by way of illustration and not limitation, the following:

- A Most current international building, plumbing, mechanical, gases, and fire prevention codes (i.e., International Building Code effective in year 2003, as may be amended).
- B National Electrical Code, as may be amended.
- C South Carolina Energy Conservation and Efficiency Act of 1992, as may be amended.
- D OSHA Standards, as may be amended and applicable to the construction industry.
- E SC Department of Transportation Access and Roadside Management Standards, as may be amended.
- F Where such requirements are inadequate, the Contractor shall use the most current NFPA Standards, American National Standards Institute or other recognized national standards.

If the Contractor performs work knowing it to be contrary to these or any other applicable laws without first notifying the District, in writing, for a determination, the Contractor shall assume full responsibility for such work and shall bear the costs of correction.

**16. Project Time and Work Commencement:** By executing the *Contract Agreement*, the Contractor confirms the time limits established in the *Project Schedule (Exhibit D)* are reasonable periods of time for performing all work required. The Contractor shall proceed expeditiously with adequate forces to achieve the established completion date. The Contractor shall not prematurely commence operations on the site or elsewhere prior to the a) commencement date established in Exhibit D, b) effective date of insurance required and evidenced by a valid *Certificate Of Insurance (Exhibit G)* provided to the District, or c) securing of SLED background checks on all Contractor and subcontractor worksite personnel, whichever is later. The date established for completion of the project shall not change should the effective date of any insurance or the acquiring of SLED background checks delay the commencement of the work.

**17. Construction Schedule:** The Contractor shall, within ten (10) days of the date of the *Notice of Intent to Award*, prepare and submit to the District an itemized construction schedule. The construction schedule shall a) incorporate the entire work to be performed; b) indicate the dates for start and completion of various elements of the work conforming to the time frames in *Project Schedule (Exhibit D)*; c) be affirmed or revised as required by the conditions of the work with District approval; and d) not exceed the time limit established by the District for substantial completion of the project stated in the *Project Schedule (Exhibit D)*. The construction schedule and any revisions thereto must be approved by the District through a *Change Order* or *CCD* and used in monitoring the progress of the work. When the progress of the work, at the District's sole determination, does not conform to the last approved construction schedule, the District shall have the right to withhold payment from the Contractor until the work is compliant with the approved construction schedule and the District is certain there is no further potential for slippage in the construction schedule impacting the substantial completion date.

**18. Submittals:** The Contractor shall conform to any requirements for submittals stated in the Contract Documents and shall prepare within ten (10) days from the date of the *Contract Agreement* a schedule of submittals, which shall be maintained throughout the term of the *Contract Agreement* and coordinated with the construction schedule to allow adequate time for the Architect and District to review and respond to the submittals. The Contractor shall review and approve and submit to the Architect all shop drawings, product data, samples and similar submittals at least thirty (30) days prior to use to avoid delay in the work. By submission to the Architect, the Contractor warrants the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the work and the Contract Documents. Submittals shall be marked with the name of the project and bear the signed and dated stamp of approval of the Contractor as evidence the submittals have been reviewed. Any delay in the progress of the work due to the Contractor's delay in submitting such documents in sufficient time for review shall incur no additional costs to the District or extension in contract time but may result in delayed payment to the Contractor. Work performed shall be in conformance with the accepted submittals. The Contractor shall not be relieved of responsibility for errors or omissions in submittals by the acceptance of the Architect or District.

**19. Shop Drawings:** Shop drawings shall be accurate to a scale sufficiently large enough to show all pertinent aspects of the equipment and its connections. Shop drawings shall be submitted to the Architect for review in the number of copies and on medium required by the Architect at least thirty (30) days prior to intended use. The review of submittals and shop drawings by the Architect and the District shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The acceptance of a single item shall not indicate acceptance of an assembly of which the item is a component. The Contractor is in no manner relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's or District's acceptance of shop drawings, product data, samples or similar submittals unless the District has given specific written approval after written notification by the Contractor of the specific deviation.

**20. Maintenance of Record Drawings:** The Contractor shall maintain at the worksite one (1) record copy of the Contract Documents including approved changes in good order and marked currently to record changes and selections made during performance of the work. A copy of submittals accepted by the District shall also be maintained at the worksite. These items shall be available to the Architect and District when present at the worksite. When required by the Contract Documents, the Contractor shall provide record drawings on all increments of the work such as, by way of illustration and not limitation, plumbing, electrical, mechanical, and all systems, such as fire and security systems, incorporated into the work. The Contractor shall furnish an electronic and paper copy of record drawings of "as-built" detail to the Architect at final completion of all work, excluding punch list items as required by the Contract Documents.

**21. Professional Certifications:** When professional certification of performance criteria for materials, systems, or equipment is required by the Contract Documents, the District shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

**22. Contractor's Quality Control Program:** The Contractor shall institute and maintain throughout the contract term a quality control program, designed to ensure the work performed is in accordance with the Contract Documents, including any changes, at all times and in all respects. The program shall include providing daily supervision and conducting frequent inspections by the Worksite Superintendent(s).

**23. Award of Multiple Contracts:** The District reserves the right to bid and award separate contracts for portions of the project, perform work with its own forces, or perform construction or operations in conjunction with the work of the Contractor. When the District performs work with its own forces, the District shall be deemed a separate contractor subject to the same obligations and having the same rights. The District shall coordinate the activities of the District's own forces and of each separate contractor with the work of any other contractors. The Contractor shall participate with other contractors, the Architect, and the District in reviewing construction schedules and making any revisions after a joint review, mutual agreement and approval of the revisions by the District. If part of the Contractor's work depends upon construction or operations of the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the work, promptly report to the District apparent discrepancies or defects in the other construction which would render it unsuitable for the Contractor's work. Failure of the Contractor to report such defects shall constitute an acknowledgment the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's portion of the work, except as regards latent defects. If any dispute arises between the Contractor and the District's own forces or other contractors, the District shall mediate such disputes and equitably charge any costs to the responsible parties.

**24. Assignment and Coordination of Separate Contractors:** In order to ensure continuity and quality, the District reserves the right to award separate contracts for certain trades such as low-voltage wiring, HVAC controls, security and fire alarm systems. The District further reserves the right to assign any separately procured contracts to the Contractor for coordination, supervision, and scheduling of work. If the contract is fully assigned, the trade contractor shall become a subcontractor of the Contractor in all respects. The District may also partially assign the trade contractor to the Contractor such that the Contractor schedules and supervises the trade contractor; however, the District administers the contract, holds the performance and payment bonds, processes change orders and payments directly to the trade contractor with approval of the Contractor. Upon execution of the assignment, the Change Order (Exhibit E) shall add the value of the awarded contract price plus a five percent (5%) markup for a fully-assigned contract.

**25. Cutting and Patching:** The Contractor and separate contractors shall a) be responsible for cutting, fitting or patching required to complete the work or to make its parts fit together properly with other construction or with existing structures; b) not damage or endanger a portion of the work or any portion of present or completed construction of another entity by cutting, patching or otherwise altering such construction or structures or by excavation; and c) not cut or otherwise alter such construction or structures of the another entity without consent, and such consent shall not be unreasonably withheld.

**26. Supervision and Labor:** The Contractor shall provide and pay for all labor necessary for proper execution and completion of the work identified in the *Scope of Work (Exhibit A)*. The day-to-day supervision and control of the Contractor's employees is the sole responsibility of the Contractor. The Contractor shall not employ or contract with illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended or any State of South Carolina immigration and alien work requirements, including any requirements for reporting illegal aliens. A minimum of two (2) employees in addition to the Worksite Superintendent(s) shall be fluent in spoken and written English.

**27. Work Scheduling:** The Contractor shall maintain a full crew of competent employees and subcontractors on the project full time. At a worksite with an occupied building under repair or renovation or other facilities used on a regular or intermittent basis, normal working hours may vary. The District reserves the right to adjust work hours when such work in progress interferes with the educational process, athletic events, District operations or traffic patterns; therefore, work scheduling shall be flexible to include weekends and evening hours when necessary without additional cost to the District. The Contractor shall ensure this requirement is a part of any subcontract agreements.

**28. Davis-Bacon Act:** The Contractor shall ascertain whether any federal funds shall be used in payment of the work to be performed and, if so, shall abide by all federal provisions and requirements of the Davis-Bacon Act, as may be amended.

**29. Drug-Free Workplace:** The Contractor shall be responsible for initiating, maintaining and supervising all drug-free programs conforming to Title 44, Chapter 107, § 44-107-10 through § 44-107-90 of the South Carolina Code of Laws, as may be amended.

**30. Conflict of Interest:** The Contractor shall not employ any owner, director, representative, agent or employee of the Architect or the District to perform any work, directly or indirectly, full-time or part-time related to the requirements of the Contract Documents without approval of the District.

**31. Compliance with Employment Laws:** By entering into a *Contract Agreement*, the Contractor agrees to abide by all applicable laws pertaining to employment including, by way of illustration and not limitation, the following:

- A. Title VII of the Civil Rights Act of 1964, as may be amended.
- B. Age Discrimination in Employment Act of 1964, as may be amended.
- C. Title I of the Americans Disabilities Act of 1990, as may be amended.
- D. Equal Pay Act of 1963, as may be amended.
- E. Fair Labor Standards Act, as may be amended.
- F. South Carolina Wages Act, Code 37-10-10 et seq., as may be amended.
- G. South Carolina Worker's Compensation Act, Code 42-1-10 et seq., as may be amended.

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational qualification reasonably necessary for normal operations of the Contractor. The Contractor, in all solicitations or advertisements for employees, shall state the Contractor is an "Equal Opportunity Employer." The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and shall include the provision of this paragraph in every subcontract or purchase agreement of more than \$10,000.

**32. Employment Taxes and Benefits:** The District shall not withhold from the contract payments any Federal or State income taxes, or any employment-related taxes normally withheld on the District's employees. Further, the District shall not provide any employment related insurances or other benefits such as worker's compensation for the benefit of any Contractor, subcontractor or supplier employees.

**33. Project Key Staff – Project Manager:** The Contractor shall assign a skilled, experienced, and dedicated Project Manager to the project and identified in Exhibit A. The Project Manager shall secure the materials of proper quality and quantity to meet the Contract Documents and manage the appropriate timing of all materials, sub-contracted work, and Contractor provided labor to ensure the continual progress of the work to meet the substantial completion date. The Contractor shall not change the Project Manager identified in the *Scope of Work (Exhibit A)* or the duties and status of the Project Manager during the course of the project without approval of the District.

**34. Project Key Staff -- Worksite Superintendent(s):** The Contractor shall employ at least one (1) full-time, competent Worksite Superintendent and, if required by the Contract Documents, an additional part-time or full-time, competent secondary Worksite Superintendent if expedient for the size and scope of the project. Exhibit A identifies the Worksite Superintendent(s). No less than one (1) Worksite Superintendent shall be in attendance at the worksite at all times during performance of any work by the Contractor's own forces or subcontractors and during delivery of any materials. The Worksite Superintendent shall not perform the work of any trade or other duties; however, the secondary Worksite Superintendent may perform part-time work of a trade or the duties of OSHA Compliance Officer or fireguard, if approved by the District. The Contractor shall not change any Worksite Superintendent identified in the *Scope of Work (Exhibit A)* or the duties or status of same during the course of the project without approval of the District. The Worksite Superintendent(s) shall enforce strict discipline and good order among the Contractor's representatives, agents, employees, subcontractors and suppliers.

**35. Worksite Communications:** The Project Manager and Worksite Superintendent(s) are representatives of the Contractor and communications given to them, either orally or in writing, shall be as binding as if given to the Principal of the Contractor.

**36. Subcontractor & Supplier Relationship to the District:** Nothing in the Contract Documents shall infer any contractual relationship between the District and any subcontractor, supplier or other entity under agreement to the Contractor except as it relates to warranties or specifically provided for elsewhere.

**37. Subcontractor Administration and Contractual Requirements:** Within ten (10) days from the date of the *Contract Agreement* the Contractor shall provide to the District and the Architect a list of all subcontractors along with addresses, contact information, trade or portion of work responsible for, and minority status. The Contractor shall not change a subcontractor during the term of the *Contract Agreement* without written approval of the District. Any change in subcontractors shall be in accordance with the District's Procurement Code. The Contractor shall warrant to the District, by execution of the *Contract Agreement*, each subcontract shall a) preserve and protect the rights of the District with nothing prejudicing those rights, b) assume all the obligations and responsibilities the Contractor assumes under the Contract Documents, and c) assume all rights, remedies and redresses against the Contractor which the Contractor has against the District in the Contract Documents. The Contractor shall make available to each subcontractor, prior to execution of a subcontract, a copy of this *Contract Agreement* to which the subcontractor shall be bound.

**38. Contractor Legal Requirements Pertaining to Subcontractors:** The Contractor shall abide by all applicable laws pertaining to the treatment and payment of subcontractors including, but not limited to, a) South Carolina Code of Laws §29-6-30 regarding timely payment of subcontractors; and b) South Carolina Code of Laws §29-6-230 regarding timely

payment of subcontractors when payment to the Contractor may be withheld. If the Contractor is not abiding by applicable laws regarding subcontractor payment, the District shall have the right to a) withhold payment from the Contractor until such breach is corrected, and b) report such failure to the proper authority including the Contractor's Surety. The District shall have the right, upon request, to furnish any subcontractor a copy of the Contractor's payment bond and information regarding percentage of work completed and amounts applied for and paid to the Contractor by the District relative to portions of the work done by the subcontractor. Regardless of the rights expressed herein, the District shall not be obligated to pay any subcontractor except as otherwise required by applicable laws.

**39. Provision of Materials and Equipment:** The Contractor shall provide and pay for all materials, equipment, tools, construction equipment and machinery, water, heat, utilities, sanitation, transportation, waste disposal and other facilities, sales tax, shipping and handling, and any other goods or services necessary for proper execution and completion of the work, whether temporary or permanent, unless otherwise provided by the District and specifically stated in the Contract Documents.

**40. Materials Conformance:** By execution of the *Contract Agreement*, the Contractor warrants to the District that the materials and equipment to be incorporated into the work shall a) be of good quality, undamaged, and new (not used or remanufactured unless otherwise required or permitted by the Contract Documents); b) be free from defects (excluding latent defects); and c) conform to the Contract Documents. Materials and equipment not conforming to the Contract Documents, including substitutions not properly pre-approved and authorized by the District, shall be considered defective. Such non-conforming materials or equipment shall be replaced by the Contractor at no additional cost to the District and no extension of contract time. The Contractor warrants the Worksite Superintendent(s) shall inspect and perform random testing of all materials and equipment to ensure quality and conformance with the Contract Documents. The Contractor shall also **not allow use of:** a) asbestos containing products, temporary or permanent, even if they are non-friable, contain only minimal amounts of asbestos, and can be legally installed; and b) lead materials in paints or public water applications. "Lead-free" solder, flux, and pipe containing less than two-tenths of one percent (0.2%) lead and valves, pipes and appurtenances containing less than eight percent (8.0%) lead shall be used in all public drinking water applications as outlined in the 1986 amendments to the Safe Drinking Water Act.

**41. Stored Materials:** For purposes of this *Contract Agreement*, stored materials and equipment refers only to those purchased for incorporation into, and becoming an integral part of, the completed work. Such materials and equipment shall be suitably stored to ensure the preservation of their quality and fitness for the work. The Architect and the District shall have full access to all stored materials for verification of quality and quantity. The District reserves the right to designate "lay down" locations at the worksite where materials and equipment shall be stored, and such lay down areas shall be completely fenced and secured at all times. **The Contractor shall not store materials in a concentrated area on the roof of any building.** Tarps may be used to prevent damage by weather conditions; however, **polyethylene shall not be used in lieu of tarps.** Materials and equipment maintained off-site shall be suitably stored in a bonded, insured warehouse, at no additional cost to the District, and proof of warehouse bonding, insurance, quality, quantity and value shall be provided with any Payment Request for which the Contractor expects to be reimbursed for off-site materials and equipment. Bonding and insurance shall remain in force for the duration of time the materials, equipment or processes are stored off site.

**42. Certification of Authorized Installer:** All manufactured or fabricated materials and equipment shall be applied, installed, connected, erected, cleaned, conditioned and handled in strict accordance with the requirements of the manufacturer, fabricator or supplier so as not to nullify any warranties provided. Upon request of the District in the *Scope of Work (Exhibit A)* or otherwise, the Contractor shall supply a letter from the manufacturer, fabricator or supplier stating the Contractor or subcontractor is an approved and authorized installer of the materials or equipment.

**43. Title to Materials, Equipment and Processes:** Any property acquired or constructed under this *Contract Agreement* is considered public property and is, therefore, not subject to any mechanics liens or other such claims. The Contractor warrants, at the time each *Payment Request (Exhibit F)* is submitted for payment, title to materials and equipment suitably stored off site, on site, and incorporated into the work shall pass to the District. This provision shall not be construed as a waiver of the District's right to require the fulfillment of all terms of the contract or as relieving the Contractor of the sole responsibility for the a) care, protection and proper storage of the materials or equipment upon which payment has been requested or made; b) correction of any deficiencies; and c) restoration or replacement of any damaged or improperly installed materials or equipment.

**44. Worksite Access:** The Contractor shall confine operations at the worksite to areas permitted by applicable laws, consistent with the Contract Documents, or designated by the District, and shall not unreasonably encumber the worksite with materials or equipment which would hamper ingress to or egress from the worksite or its buildings and facilities. The Contractor shall limit access of the Contractor, subcontractors and suppliers to designated areas where the work is in progress. Access to other occupied areas of buildings and facilities shall only be for the purposes of spotting, clean-up, damage inspection, or



communication with the Principal in the event of an emergency. **No other communication with any occupants of an existing building or facility shall occur. All site communications shall be made with the Architect or District project representatives only.**

**45. Worksite Clean-Up:** The worksite premises shall be maintained in a neat and orderly condition and kept free of accumulations of refuse materials and debris during the entire performance of the work. The Worksite Superintendent shall ensure all refuse materials and debris are deposited in commercial refuse containers at the end of each working day and removed from the worksite at least weekly or at such intervals necessary to prevent overflow. It is the sole responsibility of the Contractor to arrange for legal removal and disposal of all refuse materials or debris at no additional cost to the District. At completion of the project, portable sanitary or other temporary facilities, construction refuse containers, debris, and all Contractor/subcontractor tools, equipment, machinery, surplus materials, or other such items shall be removed from the worksite. If the Contractor fails to clean up the worksite at least weekly or at such times as the District or Architect feels appropriate for safety or other reasons or at the completion of the work, the District may provide for cleanup and disposal, and deduct such costs from the Contractor's payment.

**46. Contractor Supplied Equipment and Facilities:** The Contractor shall provide and pay for, by way of illustration and not limitation:

- A. A worksite office or construction trailer where the plans, specifications and other construction documents are located, where high-speed internet access and e-mail are available, where site meetings can occur, for temporary shelter from inclement weather, heated/cooled as appropriate for the nature and duration of the project.
- B. All tools, scaffolding, fencing, signage, rented or owned construction equipment and machinery or other such equipment necessary for proper execution of the work.
- C. Potable (drinking) water as well as temporary water for the project separate from any existing building's water source.
- D. Temporary lighting and power including temporary power panels, wiring, lamps, outlets for power equipment, or other such needs for electrical power.
- E. Telephones or other communication equipment; office equipment or other utilities and services appropriate to the nature and duration of the project.
- F. Sanitation facilities and access to food and drink vending, as appropriate.
- G. Transportation and delivery.
- H. Any other materials, equipment, facilities and services necessary for the proper execution and completion of the work.

Approval of any use of District facilities shall be identified in the *Scope of Work (Exhibit A)*.

**47. Existing Building Safeguards:** When renovations or repairs are required to an existing building, the Contractor shall be solely responsible for protecting the existing building and its contents from inclement weather and damage resulting from the work being performed. **The Worksite Superintendent shall inspect the existing premises daily to ensure there is no damage in progress.** Immediate corrective action shall be taken upon observation of any damage in progress, and the Contractor shall notify the District project representative immediately when such damage is identified. The Contractor shall also be responsible for safeguarding any other out buildings, athletic or other facilities at the worksite from damage, either directly or indirectly, as a result of the work being performed, the delivery or storage of materials and equipment, the use of construction equipment, or other Contractor, subcontractor and supplier activities.

**48. Damages Remedy:** The Contractor shall remedy all damages to the exterior or interior of any buildings or facilities, including building contents, due to the failure of the Contractor, any subcontractor or supplier to take sufficient precautions, either directly or indirectly, to safeguard the buildings and facilities from inclement weather conditions, water infiltration, the work being performed, or other causes of damage. The Contractor shall be responsible for all costs associated with such remedy, including insurance deductibles, which are not recoverable from the Contractor's or subcontractors' insurance carrier or the District's insurance carrier, if applicable. Likewise any building, lawn, landscaping, parking lot, canopies, athletic facilities, fences, signs or other District property damaged by the Contractor, any subcontractor or supplier while in the performance of the work shall be restored to no less than the condition prior to damage and to the satisfaction of the District.

**49. Responsibility for Work in Progress:** The Contractor shall be solely responsible for coordinating all portions of the work and shall have control over construction means, methods, techniques, sequences and procedures implemented to accomplish the work unless the Contract Documents give specific instructions concerning these matters. The Contractor shall supervise and direct all aspects of the work to be performed using the Contractor's best skill and attention, whether the services are performed by the Contractor or any subcontractor. The Architect, the District or any regulatory authority shall, at any time, have the right to inspect the progress of the work for quality of workmanship and conformance to the Contract Documents and applicable laws.

**50. Demolition and Salvage of Materials and Equipment:** The Contractor shall notify DHEC of all demolition activities in conjunction with any renovations even if asbestos is not suspected. The District reserves the right, before demolition, to salvage useable materials, equipment and processes from any building, or portion thereof, when such salvaging does not interfere with demolition activities or the progress of the work. After salvage by the District, the Contractor shall have the right to remove or sell any remaining materials,

equipment or processes provided it does not delay the demolition or the work. The Contractor shall be responsible for removal from the worksite and disposal of all demolition debris.

**51. Underground Utilities and Shutdowns:** The Contractor shall abide by the Underground Utilities Damage Prevention Act, South Carolina Statute 58-35-10, as may be amended, and shall include this same requirement in all subcontract agreements. For worksites with an occupied building, prior to any shutdown of any electrical, mechanical, security, fire or other such systems, the Contractor shall notify the District's project representative not less than five (5) days prior to the shutdown. No shutdown shall occur without notification to, coordination with, and approval by the District. **Shutdown of fire alarm and security systems shall not intentionally occur while the building is occupied.** The Contractor shall notify the District's project representative immediately of any accidental termination of electrical, mechanical, security or other such systems. The Contractor shall take immediate remedial action to bring such systems to full functionality. **Fire alarm and security systems shall have priority.**

**52. Tests, Inspections and Approvals:** Tests, inspections and approvals required by the Contract Documents or any applicable laws shall be made in a timely matter to avoid delay in the construction schedule or progress of the work. Unless otherwise provided in the Contract Documents, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory, the appropriate public authority, or the District's approved provider of IBS inspections. The Contractor shall give the District and Architect timely notice of when and where tests and inspections are to be made so they may observe such procedures. Any required certificate of testing, inspection or approval shall be provided promptly to the District. The Contractor shall also be responsible for tests and inspections of portions of the work already performed to determine such portions are in proper condition to receive subsequent work and conform to the Contract Documents. The Contractor shall not be relieved of the obligation to perform the work in accordance with the Contract Documents by activities or duties of the Architect or District or certifications required by any regulatory authority. The District shall have the right to require additional inspection or testing of the work, whether or not such work is fabricated, installed or completed, if the Architect or the District considers it necessary or advisable for implementation of the intent of the Contract Documents. The Contractor shall cooperate with any additional inspection or testing of the work without any change in contract price or contract time.

**53. Costs of Tests, Inspections and Approvals:** The Contractor shall bear all related costs for tests, inspections and approvals, except for IBS inspections or those tests, inspections or approvals required of others in the Contract Documents and for which the District is responsible for payment. If tests or inspections reveal failure of the portions of the work to comply with requirements, the Contractor shall bear all costs necessary for correction, including repeated testing and inspection as well as for the additional costs to the Architect, the District, and any regulatory authorities required as a result of the Contractor's failure. Should the Architect or District determine assistance to the Contractor is necessary to obtain timely tests, inspections or approvals to avoid delays in the work or due to Contractor failure in obtaining such tests, inspections or approvals in a timely manner, the Contractor shall reimburse the District one hundred and fifty dollars (\$150) per hour per person for the Architect's assistance and seventy-five dollars (\$75) per hour per person for District assistance including travel time.

**54. Architect, District and Contractor Inspections:** The Architect and the District shall have a) access to and the right to observe and inspect the worksite, progress of the work, the materials, equipment, and workmanship for quality and conformance with the Contract Documents; b) access to and the right to inspect off-site stored materials and equipment for quantity and quality; and d) access to the Contractor's records related to the work including, but not limited to, quality control reports, OSHA reports, payrolls, personnel records, SLED criminal background checks, materials and equipment invoices, receiving documents or other project relevant data, documents, or records. **The Worksite Superintendent(s) shall perform random testing of work completed to ensure a) the quality and quantity of work completed; b) subcontractor requests for payment do not exceed the actual percentage of work completed; and, c) the appearance of work completed is a true representation of actual work completed.** The District shall have authority to require additional inspection or testing of the work, whether or not such work is fabricated, installed or completed, if the Architect or the District considers it necessary or advisable for implementation of the intent of the Contract Documents. No amount of review or inspection by the District or the Architect shall relieve the Contractor of the responsibility for conformance to the Contract Documents or constitutes approval of any defective materials, equipment, process, or work.

**55. Sub-Surface Conditions:** If conditions are encountered at the worksite which are a) sub-surface or latent physical conditions differing materially from those indicated in the Contract Documents; or b) unknown physical conditions of an unusual nature or differing materially from those ordinarily encountered and generally recognized as inherent in the work to be performed, then the Contractor shall notify the Architect of such conditions before they are disturbed within twenty-four (24) hours of first observation. The Architect shall investigate and, if the condition requires a change in contract price or contract time, a *Change Order* will be processed.



**56. Contractor Responsibility for Defective Work:** Neither a) final payment, nor b) any decision, approval or acceptance by the Architect or the District, nor c) any other provision in the Contract Documents shall relieve the Contractor of responsibility for rectifying faulty materials, equipment, workmanship or omission of a portion of the work to be performed. The Contractor shall remedy any defects or supply any omissions and pay for any damage to other work resulting from such remedy. This responsibility shall survive completion or termination of the *Contract Agreement*.

**57. Right of Rejection and to Stop Work:** The District or the Architect shall have authority to reject work not conforming to the Contract Documents. Rejection of any non-conforming work by the District or Architect shall be corrected by the Contractor within ten (10) days at the expense of the Contractor or subcontractor, whichever is at fault, and without any contract time adjustment. The District shall have the right to stop the work at any time and for any reason. If the work performed by the Contractor or any subcontractor is considered by the District or the Architect not to conform to the Contract Documents or creates a condition that threatens the health, safety, or welfare of the Contractor, subcontractors, suppliers, the District or the Architect, the occupants of any District building or facility or members of the public, the District has the right to stop the work until the Contractor corrects the non-conforming work or condition creating the threat to safety. Any additional costs incurred as a result of the District's stoppage of work shall be the responsibility of the Contractor when the stoppage is precipitated by, but not limited to, action, non-action, omission, error, illegal conduct of the Contractor or any subcontractor or supplier or anyone enjoined to or under agreement to them, or any non-conforming work or unsafe condition. The making of any decision in good faith either to exercise or not to exercise such authority shall not give rise to a duty or responsibility of the District to exercise such authority on behalf of the Contractor, any subcontractor or supplier.

**58. Uncovering Work:** If a portion of the work is covered (not visible due to the application of additional work) contrary to the requirements or request of the Contract Documents, applicable laws, or the District or Architect to facilitate inspection, that portion of the work shall be uncovered for inspection and be replaced at the Contractor's own expense and time. If applicable laws, the District or the Architect, or the Contract Documents do not request or require observation prior to that portion of the work being covered or for which no testing or inspections are required, it shall be uncovered by the Contractor, and costs of uncovering and replacement shall be paid by the District unless omitted, defective or non-conforming work of the Contractor or any subcontractor is revealed.

**59. Contractor Removal and Correction of Work:** The Contractor shall, within ten (10) days, supply omitted work or remove from the site portions of work not in conformance with the Contract Documents and correct, remedy, replace or re-execute work rejected by the District or the Architect for failing to conform to the Contract Documents or to pass tests or inspections, whether or not fabricated, installed, completed or performed by the Contractor or any subcontractor. The Contractor shall bear all costs to correct, remedy, replace or re-execute the work, including the costs of rectifying damage to the work of separate contractors, costs of additional tests or inspections, and any additional costs of regulatory authorities, the District or the Architect made necessary as a result.

**60. District-Supplied Correction of Omitted or Deficient Work:** In the event the Contractor fails, after notice, to supply omitted work or remove and correct deficient work within ten (10) days, the District shall have the right to supply omitted work, remove defective work and store any salvageable materials or equipment at the Contractor's expense, order the correction of the defective work by separate contract or with its own resources at the expense of the Contractor, and notify the Surety and any appropriate authorities. If the District supplies, corrects, remedies, replaces or re-executes the omitted or deficient work of the Contractor or any subcontractor, a *Change Order* shall be issued deducting the cost from the Contractor's contract price, including any compensation for the additional services of the District, the Architect or any regulatory authorities, and additional tests and inspections made necessary by such default or failure. If remaining contract funds do not cover the costs, the District shall sell the salvaged materials and equipment and account for the proceeds thereof, and deduct remaining costs and damages including compensation expenses made necessary thereby. Any costs still unpaid shall be the responsibility of the Contractor to reimburse the District and shall survive termination of the *Contract Agreement*.

**61. Changes Required in the Work:** All difficulties inherent in construction activities cannot be foreseen during design and solicitation of a project; therefore, the District reserves the right to make changes in the work without invalidating the *Contract Agreement*. These changes may include, by way of illustration and not limitation, a) changes in the original design or increasing/decreasing the scope of the project; b) adding an additional alternate originally excluded at the time of *Contract Agreement* execution or the deletion of an accepted alternate from the *Contract Agreement*; c) correction of errors in designs, plans, specifications or drawings not reasonably discernable at the time of bidding; d) implementation of new construction techniques, materials, equipment or processes; e) adapting unanticipated site conditions or other unforeseeable events; and/or f) other necessary changes in requirements. (Requirements for any *Change Order* or *CCD* are provided in Exhibit E.)

**62. Excusable Delays:** If the Contractor is delayed in the progress of the work by an excusable event such as, by way of illustration and not limitation: a) government acts in a sovereign or contractual capacity; b) fire; c) epidemics or quarantine restrictions; d) freight

embargoes; e) acts of a public enemy; or f) other causes which the District determines, then the contract time may be extended by a *Change Order* or *CCD* for such reasonable time as the District may determine, but in no event shall the extension of time be more than one (1) full day for each full day of excusable delay and not to exceed five (5) full days per calendar week. An excusable delay does not automatically entitle the Contractor to an equivalent extension of time unless the District determines the delay directly impacted the worksite location such that no work could reasonably be in progress during the event and was a) unforeseeable, b) beyond the control of the Contractor, and c) not the fault of the Contractor or any subcontractor or supplier, whether directly or indirectly. To warrant an excusable delay, the Contractor shall support the time extension request by a) establishing causation, b) demonstrating the negative impact on the construction schedule, the work in progress, and the established completion date of the project, and c) making every effort to mitigate the potential effect of the delay.

**63. Weather Delays:** When adverse weather conditions are the basis for a request for additional time, such request shall be documented by data substantiating the weather conditions a) were abnormal for a period of time which could not have been reasonably anticipated; b) had an adverse effect on the work scheduled, and alternate work unaffected by the weather could not have been done; and c) had an adverse effect on the construction schedule such that the loss of work time will adversely impact the established completion date. The Contractor must make every effort to mitigate the potential effect of the weather on the construction schedule including, but not limited to, rescheduling of subcontractors, pumping water from work areas, rescheduling work hours to alternate work days within the work week, or other such actions. Such time extension request shall be in writing and submitted to the District for approval within ten (10) days from the end of the event causing the impact on the construction schedule. An extension of time not requested within the appropriate time period shall not be considered. The approved extension of time shall be incorporated in the next *Change Order*.

**64. Anticipated Weather Delays:** A total of five (5) days per calendar month (non-cumulative) shall be anticipated by the Contractor as "adverse weather," and such time shall not be considered justification for an extension of time. Such anticipated adverse weather days are established only for normally scheduled work days, excluding Saturdays, Sundays and major holidays, unless such adverse weather conditions on those days are severe enough to impact the scheduled work on the following work day. If adverse weather days beyond the five (5) days anticipated are substantiated and the Contractor could not mitigate the impact of the additional adverse weather days, an extension of time may be allowed only to the extent of the actual impact on the last approved construction schedule and only to the extent of one (1) full day of extended time for each full working day of adverse weather conditions which prevented a forty-hour work week within a seven (7) day calendar week. A request for adverse weather extension shall not be allowed after the date established for substantial completion.

**65. Remedy for Delays:** Claims for delays shall be remedied only by an extension of contract time, except for delays caused by fraud, misrepresentation or other bad faith on the part of the District or gross negligence by the District or the Architect. Claims for extended or indirect overhead or lost profits as a result of the delay shall not be allowed. No extension of time shall be considered when a delay is caused by a) conditions existing at the time bids were received and of which the Contractor might be reasonably expected to have full knowledge of at the time of bidding; b) failure on the part of the Contractor to anticipate properly the requirements of the work contracted for, as to materials, labor and equipment; c) failure on the part of the Contractor to properly schedule materials and subcontractors; or d) other such failures of the Contractor to properly administer the contract or mitigate conditions resulting in delays.

**66. Liquidated Damages:** The Contractor acknowledges and agrees the District is a public entity performing an essential public function and failure of the Contractor to comply with the *Contract Agreement* may cause general, special or consequential damages to the District, to those who shall occupy the completed work, and to the public at large. Failure of the Contractor such as, by way of illustration and not limitation, breach, default, delays, or repudiation of the *Contract Agreement* may cause the need to, by way of illustration and not limitation, a) crowd other premises, b) limit educational services and opportunities to students, c) extend occupancy or procure other premises or temporary facilities, d) rectify damages due to a third party, e) pay fines, penalties or other such sums to regulatory or judicial authorities for failure to meet requirements of applicable laws, codes or legal judgments, f) store, delay shipments of, or require suppliers to restock furniture, fixtures and equipment ordered, and/or g) acquire or require services or additional work of the Architect, consultants, other contractors and District staff to mitigate the failure of the Contractor. Should the Contractor fail to complete the project within the contract time, as may be extended by any *Change Order* or *CCD* (Exhibit E), the District shall have the right to assess liquidated damages as a measure of damages reasonably expected by the District to be incurred and shall not be considered a penalty or retainage. The District shall not be responsible for any additional costs incurred by the Contractor to bring the progress of the work in conformance with the last approved construction schedule such as, by way of illustration and not limitation, a) additional employees or subcontractors, b) overtime payment to employees, c) expediting material or equipment deliveries, d) expediting subcontractor work scheduling, e) substitution of subcontractors or suppliers as addressed elsewhere, or f) other such courses of action. Liquidated damages shall be assessed at the rate specified in the *Scope of Work* (Exhibit A) or actual costs attributable to such failure or

delay, whichever is greater. The parties to this *Contract Agreement* hereby acknowledge the difficulty of ascertaining the actual damages to be suffered by District upon Contractor's default. The parties further agree that any measure of liquidated damages provided for herein is not intended as a penalty but constitutes a good faith estimate of the potential damages arising from Contractor's default. Unless the District specifically elects the remedy of liquidated damages in regard to a default hereunder, it shall not be barred from pursuing any other remedy to which it may be entitled herein.

**67. Schedule of Values:** The Contractor shall submit to the District a detailed *Schedule of Values* in accordance with Exhibit C within ten (10) days from the date of the *Notice of Intent to Award* allocating the entire contract sum to various portions of the work and subcontracts as well as material costs allocated to either.

**68. Payment Requests:** The Contractor shall forward two (2) original copies of the *Payment Request (Exhibit F)*, including supporting documentation, to the District for approval and processing no later than the 25<sup>th</sup> day of the month of the dated *Payment Request*. The itemized *Payment Request (Exhibit F)* submitted shall contain: a) Contractor's original signature with appropriate notarization; b) the updated/highlighted schedule of values; c) the last approved construction schedule with any requested changes highlighted; d) any invoices for which payment is being requested under an allowance, e) proof of insurance and bonding for any off-site warehouse containing stored materials for which payment is being requested, f) each subcontractor's invoice to substantiate the payment requested by the Contractor for those portions of work; and g) any other supporting documentation required by the *Contract Agreement* or the District to substantiate the request, which may include, but is not limited to, invoices or delivery tickets from suppliers, proof of payment to subcontractors and suppliers to date, receipts for rental equipment, labor sheets to support additional labor or additional hours of work, or other documentation.

**69. Payment Certification:** The presentation of a *Payment Request* constitutes a representation by the Contractor that the Contractor a) is entitled to payment in the amount requested and substantiated, b) is requesting payment for subcontractor work that is not in dispute and funds received will be used to pay subcontractors entitled to payment in accordance with applicable laws, c) is not requesting payment for work that does not conform to the requirements of the Contract Documents, d) is requesting payment for materials, equipment and processes in conformance to the Contract Documents, received and suitably stored, and funds received will be used to pay suppliers, and e) has not included work anticipated to be completed but not completed at the time the *Payment Request (Exhibit F)* is submitted. The approval of a payment shall not, however, represent the District or Architect has a) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, b) reviewed construction means, methods, techniques, sequences or procedures, c) made examinations to ascertain how or for what purpose the Contractor has used the monies previously paid; or d) approved defective or non-conforming work.

**70. Approval of Payment:** If, upon review of the *Payment Request (Exhibit F)* and based upon the best determination of the District, the Payment Requested does not accurately represent the progress of the completed work and stored materials, the District shall have the right to adjust the payment to more accurately reflect the percentage of completed work. The District shall approve and authorize payment to the Contractor no more often than once monthly. Payment by the District shall be made by the 15<sup>th</sup> of the following month of the dated *Payment Request* or within thirty (30) days from the date the District receives the *Payment Request (Exhibit F)* except as may be provided for elsewhere in the *Contract Agreement*.

**71. Retainage:** The District requires a retainage of three and one-half percent (3.5%) of the total contract price, as may be amended by any approved *Change Order (Exhibit E)*, to be withheld from the Contractor's payments throughout the term of the *Contract Agreement* and payable at the time of final payment after a) full completion of all work to be performed and all requirements established in the *Contract Agreement* and acceptance by the District, b) submittal of all closeout documents, and c) submittal of an affidavit of payment of debts/claims, if requested by the District, for every subcontractor who performed work on the project evidencing they have received final payment of undisputed work and retainage withheld. As a condition of the contract, no more than three and one-half percent (3.5%) shall be retained from the progress payments of any subcontractor by the Contractor until final completion of that portion of the work. Prompt payment of retainage to all subcontractors at final completion of their acceptable work regardless of timing during the contract is mandatory. The Contractor shall, at final completion, ensure no amount of the Contractor's retained funds is allocable to the completed and accepted work of any subcontractor nor to materials or equipment purchased from any supplier unless such amounts are in dispute and the Contractor has not requested payment for such disputed amounts to date. Such amounts in dispute shall be identified on the Contractor's affidavit of payment of debts/claims submitted with final documents.

**72. Substantial Completion:** A request, shall be submitted to the District for substantial completion ten (10) days prior to the requested inspection to allow the Architect and District to schedule and conduct a review to ensure the project has reached substantial completion and verify all work is complete or make appropriate revisions. Should the Architect or the District determine that all requirements for substantial completion have not been met to allow for regulatory authority inspection or the potential punch list represents more work than can be accomplished within the final completion period and, therefore, does not

accurately represent substantial completion, the District shall have the right to a) notify the Contractor's Surety; b) assess liquidated damages, c) withholding payment, and d) any other remedies available to the District.

**73. Substantial Completion Inspection:** Once the actual substantial completion date has been established, the Architect shall coordinate with representatives of the District and regulatory authorities a mutually acceptable date for project inspection. The Contractor shall not notify the Architect and District the project is ready for inspection until, at a minimum, all the following life safety requirements have been completed properly, if included in the work to be performed, and are fully operational according to applicable laws:

- A. Fire alarm system with required strobe lights is operational and connected to a supervised monitoring station and any sprinkler system.
- B. All fire doors and related hardware, smoke detectors and "hold open" devices are installed and operational.
- C. All exit lights, emergency lights and emergency power systems with strobe lights are installed and operational.
- D. Fire suppression systems are installed and operational in kitchen hood systems, classrooms and any other facilities with special requirements.
- E. Fire extinguishers are installed throughout all buildings, including portable classrooms.
- F. All rated walls are properly constructed and identified (stenciled) at proper intervals and sealed to the structure above and it can be demonstrated effectively that proper sealant materials were used.
- G. All doors in rated walls are installed with the correct hardware, glazing and labels and are operational.
- H. All rated ceilings and floor/ceiling assemblies are properly installed.
- I. All penetrations such as, by way of illustration and not limitation, pipes, conduit, and ducts in rated walls and floor/ceiling assemblies are properly installed using appropriate methods and materials.
- J. Fire protection of columns, beams, ceilings, roof and floor decking in Type II and Type IV one-hour construction is of adequate depth and properly installed.
- K. All required seismic bracing of walls, equipment, hoods, pipes, ducts and ceiling grids is present and properly installed.
- L. Smoke testing of all plumbing has been completed in addition to any other testing, and approval to put water and sanitation systems into service has been obtained.
- M. Kitchen facilities have been approved for use by DHEC.
- N. ADA handicapped accessibility requirements have been met.

**74. Additional Substantial Completion Requirements:** In addition, the Contractor shall have all mechanical, electrical and plumbing installed and operational and all finishes complete, if included in the work to be performed. By way of clarification and not limitation, the following items must be completed before notifying anyone the work is ready for inspection:

- A. Installation of all roofing, flashing, drains and downspouts, masonry, sealants.
- B. Installation and testing of all windows, doors and hardware and the required sets of tagged keys produced.
- C. Installation and testing of boilers, HVAC equipment, ductwork and controls.
- D. Completion of all carpentry, including finish work, and painting.
- E. Installation and testing of all electrical work, lighting, surge protection, converged network systems and low-voltage wiring.
- F. Installation and testing of security system.
- G. Installation of all hall lockers, video and audio equipment, stage curtains, auditorium seating, TV brackets, white boards and other wall fixtures.
- H. Installation and testing of all gym equipment, lockers and bleachers.
- I. Installation and finishing of all flooring, carpeting, and rubber wall base.
- J. Completion of retention pond, and installation of landscaping, fencing, covered walkways, and storm water drainage.
- K. Installation of all athletic facilities, scoreboards, goal posts, bleachers, concession and storage, baseball backdrops and other such athletic facilities.
- L. Completion of all sidewalks, paving and striping.

**75. Punch List Completion:** At the time of substantial completion inspection by the Architect and District, the punch list shall be reviewed and revised, as appropriate. Punch list items are expected to be relatively inconsequential items that can be completed easily and quickly prior to the final completion date established. Failure of the Architect or District to include an item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the *Contract Agreement*. The Contractor shall proceed promptly to complete and correct items on the final punch list within the time frame provided for final completion.

**76. Occupancy and Keys:** The District may occupy or use any completed or partially completed portion of the work or occupy the worksite location during any substantially completed stage of the work provided the Contractor is aware of such occupancy and any appropriate regulatory authorities have approved such occupancy and use. Partial or full occupancy or use of the work shall not constitute acceptance of any work not complying with the requirements of the Contract Documents. The District may receive deliveries of furniture, equipment and supplies and store them in a designated portion of the worksite prior to the final completion date. Once District staff or a third party has secured the deliveries, the Contractor shall be responsible for maintaining the security of such items and may be held responsible for any theft or misappropriation of such items. The Contractor

shall provide to the District at substantial completion, three (3) complete sets of door keys with tags indicating the number or description of the door or room each key is intended to fit. The Contractor shall also provide to the District with the key sets an itemized key schedule listing door/room number, serial number of the key and number of keys delivered for that door/room.

**77. Final Completion:** The Contractor has a defined timeframe as indicated in the *Project Schedule (Exhibit D)* from the date of substantial completion to complete all final project requirements shall be the number of days stated in the *Project Schedule (Exhibit D)*. When the Contractor considers all work is completed, including all punch list items, the Contractor shall submit a final *Payment Request (Exhibit F)*, with all final documents to the District for approval. **The Contractor shall cooperate fully with the Architect to facilitate closeout of the project as required. The Contractor is cautioned that occupancy of the premises and delay in completion may cause the distinction between punch list items, normal maintenance of the premises, and any warranty issues to become indecipherable and thus incur possible additional unnecessary costs to the Contractor. The District shall not be responsible for costs incurred by the Contractor related to the Contractor's failure to facilitate completion in the time specified and in the manner required in the Contract Documents.** Should the Contractor fail inspection requiring re-inspection or fail to achieve final completion within the time period established in the *Project Schedule (Exhibit D)*, the final payment of retainage shall be reduced for additional services required of the Architect at the rate of one hundred and fifty dollars (\$150) per person per hour and the District at the rate of seventy-five dollars (\$75.00) per person per hour including travel time. When the final *Payment Request (Exhibit F)* is received from the Contractor, a final inspection of the work shall be completed by the Architect and District to ensure the project is complete. Certification of the final payment by the District shall indicate that a) final inspection is satisfactory; b) all documents have been adequately prepared and submitted; c) the Contractor is entitled to final payment of all retainage and other funds withheld by the District excluding any amounts remaining in dispute or owed to the District or Architect. The final *Payment Request* shall not be processed for payment until all final documents/items are received, complete and accepted by the District. **Neither completion of the final inspection nor certification of the final payment shall constitute acceptance of any work not complying with the requirements of the Contract Documents.**

**78. Final Payment and Release of Claims:** Upon receipt and acceptance of all final documents by the District, the final payment shall be authorized less a) any amounts owed to the District including, but not limited to, liquidated damages; b) amounts owed to the District by the Contractor's or any subcontractor's failure to meet the conditions of the *Contract Agreement*; c) additional expenses incurred by the District and/or the Architect from failure of the Contractor to meet required inspections or the need for subsequent inspections; and/or d) amounts owed to third parties reasonably expected to be paid as a result of the Contractor's or any subcontractor's failure to meet the requirements of the *Contract Agreement*. Final payment shall not constitute a waiver of any claim by the District for faulty workmanship identified after the final payment, a release of any obligations of the Contractor, any subcontractor, or any supplier under any warranty agreements, or a waiver of any other requirements of the *Contract Agreement* including those obligations of the Contractor's Surety in the *Contract Agreement*, which may survive termination or completion of the project. Acceptance of the final payment by the Contractor shall be a release to the District of all claims and liability of the Contractor for all materials, equipment and work performed and every act, omission and neglect of the District, the Architect, and others related to or arising out of the work except as may be provided for elsewhere in the *Contract Agreement* or granted by applicable laws.

**79. Contractor Warranty:** The Contractor shall warrant to the District that any and all work performed, whether by the Contractor or any subcontractor, conforms to the requirements of the Contract Documents or any amendment thereto, and such obligation shall survive termination or completion of the work and acceptance and final payment by the District. If any of the work is found not to be in accordance with any of the Contract Documents or defective during the warranty period, the Contractor shall correct such work within ten (10) days from receipt of written notice from the District unless the District has previously given the Contractor a specific written acceptance of such non-conforming work. If the Contractor fails to correct such non-conforming work within ten (10) days from receipt of the District's written notification or fails during that ten (10) days to propose, in writing, to the District the process by which the work shall commence and be in total compliance with all Contract Documents within thirty (30) days from receipt of written notice of non-conforming or defective work from the District, the District shall have the right to seek other means to correct such non-conforming work at the expense of the Contractor. Any costs to the District shall be reimbursed by the Contractor immediately, or the District has the right to deduct such amount from any other current contract between the District and the Contractor or to find the Contractor non-responsible in any bid submitted until such time as the Contractor has paid in full.

**80. Contractor Warranty Terms:** The Contractor shall warranty the entire project beginning the day after the date of substantial completion as evidenced by a document prepared by the Contractor and approved by the District, for the period of time stated in the *Scope of Work (Exhibit A)*. In the event of phased work required by the District for early occupancy, the Contractor's warranty shall begin upon substantial completion of each phase of construction. The beginning date of any required phased

warranty period shall be documented in a *Change Order* for that phase of work. The warranty shall permit direct enforcement by the District against any subcontractor, or supplier whose guaranty or warranty is called for and the Contractor shall a) be severally liable with such subcontractors or suppliers for purposes of performance under the *Contract Agreement*; b) be furnished by the District with a written notice of any breach of warranty, which shall be sufficient to invoke the terms of the warranty; and c) so bind any subcontractor or supplier to the terms of said warranty. The remedies under warranty are in addition to the remedies otherwise available to the District. **The Contractor's Warranty shall exclude remedy for damage or defect caused by a) abuse or vandalism; b) modifications to materials, equipment or systems after acceptance of the work by the District; c) proof of improper or insufficient maintenance; d) proof of improper operation of equipment or systems; or e) normal wear and tear under normal usage.**

**81. Safety Programs and Protection:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs including all OSHA construction safety standards and requirements. Up to three (3) years of current OSHA (Form 300) reporting logs of accidents shall be provided to the District within forty-eight (48) hours, upon request. The Contractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury or loss to, by way of illustration and not limitation:

- A. The Contractor and Contractor's property at the worksite.
- B. The District, the Architect, or their property while at the worksite.
- C. Other contractors, subcontractors, students, parents, visitors, and other third parties or their property while at the worksite.
- D. The work, materials, and equipment under the care, custody, or control of the Contractor or anyone enjoined by or under agreement to the Contractor while located at the worksite either stored or incorporated into the work to be performed.
- E. Any other District or neighboring property located at the worksite or adjacent thereto to include, by way of illustration and not limitation, trees, shrubs, lawns, walks, pavements, roadways, parking lots, portable classrooms, sheds, canopies, walkway coverings, structures, utilities or other such items not designated for demolition, removal, relocation or replacement in the course of the work being performed.

**82. Safety Precautions:** The Contractor shall furnish, install, erect and maintain, as required by existing conditions and performance of the *Contract Agreement*, reasonable safeguards meeting all applicable laws, including by way of illustration and not limitation:

- A. Posting directional signs necessary for ingress and egress roads, danger signs and other warnings against hazards, and erecting barricades, fencing, scaffolding, steps, ramps, bridges, platforms, as necessary. Directional and warning signs and protective barricades shall be provided around cranes, hoists, or other such mechanical equipment.
- B. Erecting entrance/exit or other overhead protection in accordance with applicable laws to prevent debris or materials falling on employees, students or others. This protection shall be completely removed from the site upon completion of construction, and all holes and damage made as a result of such devices shall be refilled and repaired to the same condition as prior to commencement of the work.
- C. Avoiding loading materials on any roof endangering the occupants of any building or facility. Any placement of heavy equipment or materials on the roof of any existing building shall be accomplished prior to or after building occupancy or the Contractor shall make arrangements with the District to vacate classrooms directly affected by such activity.
- D. Promulgating safety regulations.
- E. Notifying the District and any users of adjacent facilities of safety hazards.

If, at any time during the contract term, the work performed by the Contractor or any subcontractor is considered by the District to create a condition which threatens the health, safety, or welfare of any persons or property, the Contractor shall immediately, correct such condition.

**83. Mandatory Safety and Conduct Requirements:** The safety and security of District staff, students and the general public are of utmost priority to the District. To that end, the Contractor shall be responsible for ensuring the Contractor, any subcontractor or any supplier comply with the following:

- A. **No drugs, alcohol, knives, firearms or other weapons on the worksite**, whether or not there is an existing occupied building.
- B. **No fraternizing with, threats to, or use of abusive or profane language in the presence of students, parents, visitors, Architect or District representatives, agents, or employees at the worksite location.**
- C. **No improper attire or actions while on any District premises.**
- D. **No tobacco products or alternative nicotine products on District premises.**
- E. **No direct communication with building occupants at the worksite, including the Principal, unless an emergency occurs.** All communication shall be made directly to and through the Architect or the District's representatives assigned to the project.
- F. Take all necessary precautions to separate worksite activities from the occupied portion of any building and secure all work areas and equipment with safety fencing and appropriate signage.
- G. Take all necessary precautions to ensure minimal loss of utilities and facilities required by the occupants of an existing building and minimal disruption of the educational process as required by the District.

- H. Secure **SLED (State Law Enforcement Division) criminal background checks** on all Contractor and subcontractor employees, agents, and representatives performing work at the worksite. The Contractor shall ensure no person having committed violent crimes, crimes against children, or crimes of moral turpitude are allowed access to the worksite. Such SLED criminal background checks shall be made available to appropriate District personnel or the District's legal counsel immediately upon request.
- I. Take all necessary precautions to protect students, parents, visitors, Architect and District representatives, agents, or employees as well as the property belonging to those individuals at the worksite location during the contract term.
- J. Ensure the Contractor's and subcontractor's employees located at the worksite, whether full-time, part-time, or occasionally employed, **wear identification tags** specifically identifying them as part of the Contractor's or subcontractor's workforce.

**Failure to meet the requirements of conduct stated in this paragraph may result in arrest and/or removal of the offending individual(s) from the worksite, stoppage of the work until corrective action is taken, or any other action deemed expedient by the District with no increase in contract price or change in contract time.**

**84. Traffic Control On-Site and Off-Site:** The Contractor shall conduct its operations in a manner to not interrupt pedestrian or vehicle traffic except as approved by the District and the South Carolina Department of Transportation. The worksite shall be confined to the smallest area possible allowing maximum use of streets, sidewalks, parking areas or other pedestrian areas and reduce to a minimum any hazard to traffic or pedestrians. The Contractor shall use worker and traffic control signs and devices necessary to comply with Section VI of U.S. Department of Labor, Federal Highway Administration, Manual on Uniform Traffic Control Devices for Streets and Highways (Washington, DC: GPO) as may be amended, to facilitate traffic control on public roads, streets, or highways when work performed obstructs public traffic. When such traffic areas are obstructed to any extent by work in progress, workers equipped with flags shall direct vehicle and pedestrian traffic. The workers so designated shall not be assigned any other duties while engaged in directing traffic.

**85. Safety Designee:** The Contractor shall designate a competent individual at the worksite whose duty shall be the prevention of accidents and the implementation and monitoring of all OSHA construction safety standards and requirements. The competent individual shall serve as spotter where there is exposure of pedestrians, students, parents, or visitors to falling debris and, in addition, shall ensure on a daily basis that all fencing or other safety barriers are in an upright position to prevent ingress and egress to "lay down" areas or work areas by unauthorized individuals.

**86. Fire Protection:** Special precautions shall be taken regarding fire protection and use of open flames from welders or other such equipment. Appropriate fire extinguishers shall be provided around open flames at all times. A fireguard shall be stationed at and beneath the points where open flames are being used. The fireguard shall be equipped with a water hose no smaller than one-half inch (1/2") in diameter with constant availability of water. The fireguard shall continue the fire watch for a minimum of one (1) hour after use of open flames, welders or other such equipment has ceased and shall remove cleaning agents, gasoline, or other such flammable liquids from the work at the end of each working day and store such items in a safe, secure area inaccessible to unauthorized personnel.

**87. Hazardous Materials:** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and such activities shall be under the supervision of properly qualified personnel. If reasonable precautions are inadequate to prevent foreseeable bodily injury or death to individuals resulting from a material or substance encountered on the worksite, the Contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the District for resolution. The District is responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the material or substance (including asbestos or polychlorinated biphenyl products) and to verify that it has been rendered harmless or the District shall furnish a qualified entity to perform the task of removal or safe containment of such material or substance, if necessary. The District shall have the right to stop work, evaluate the premises, conduct abatement activities, and take other measures to render the worksite harmless so work can continue, and shall adjust the construction schedule and established completion date through an approved *Change Order (Exhibit E)* for the delay.

**88. SDS Sheets:** The Contractor shall maintain on the worksite all SDS sheets for any materials with a chemical compound base used during execution of the work required. Safety precautions used in conjunction with any such materials or safety procedures used in the event of an accident shall be in accordance with SDS instructions and OSHA requirements.

**89. Emergencies:** The Contractor shall provide the Architect and the District with telephone numbers or other direct means of communication with the Contractor and the Worksite Superintendent in the event of an emergency. The Architect or the District shall have the determination as to what constitutes an emergency that must be responded to by the Contractor or the Worksite Superintendent or others. In an emergency affecting the safety of individuals or property, the Contractor shall take immediate action to prevent and mitigate damage, injury or loss. Notice of any emergency shall be given to the District's

Project Manager as soon as practicable but in no event more than eight (8) hours after the Contractor is first aware of such emergency conditions.

**90. Hold Harmless Agreement:** The Contractor shall indemnify and hold harmless the District and the Architect from and against all claims, damages, losses and expenses, including attorney fees, arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or the injury to or destruction of tangible property, including the loss of use resulting there from, and is caused in whole or in part by any negligent, omission, or act of the Contractor, any subcontractor or supplier. The obligation of the Contractor shall not extend to the liability of the District or the Architect arising out of the preparation of maps, opinions, reports, surveys, project changes, designs, or specifications except as may be stated elsewhere in the *Contract Agreement*. The Contractor shall indemnify and hold harmless the District and the Architect from and against all claims arising out of lawful demands of subcontractors, laborers, workmen, mechanics, material men, suppliers, fabricators, and furnishers of machinery and laborers, equipment, tools and supplies, incurred in the furtherance of the performance of the work. If the Contractor fails to do so, the District may, after having notified the Contractor, withhold from the Contractor's unpaid contract price a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the District to either the Contractor, the Contractor's Surety, subcontractors, suppliers, or any third party.

**91. Remedy of Damages:** The Contractor shall promptly remedy damage and loss to property caused in whole or in part, directly or indirectly, by the Contractor or by anyone for whose acts the Contractor may be liable except damage or loss attributable to acts or omissions of the District or the Architect and not attributable to the fault or negligence of the Contractor.

**92. Insurances:** Adequate insurance coverage is deemed critical to the award of a *Contract Agreement*. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance to protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the *Contract Agreement* and for which the Contractor may be legally liable:

- A. Claims under worker's compensation, disability benefit and other similar employee benefit acts resulting from the work being performed.
- B. Claims for damages, bodily injury, sickness, disease, or death of the Contractor's employees or other individuals.
- C. Claims for damages insured by usual personal injury liability coverage which are sustained by a) an individual as a result of an offense directly or indirectly related to employment of such individual by the Contractor, or b) another individual.
- D. Claims for damages injury to or destruction of tangible property (other than to the work being performed), including loss of use resulting there from.
- E. Claims for bodily injury, death or damages to property arising out of ownership, maintenance or use of a motor vehicle including loading and unloading of vehicles.
- F. Claims for damages, injury or death applicable to the Contractor's liability for products and completed operations.
- G. Claims involving contractual liability insurance applicable to the Contractor's obligations under the hold harmless agreement stated in the *Contract Agreement*.

If a Contractor cannot obtain adequate insurance coverage as required herein, a contract shall not be awarded. Maintenance of insurance coverage, without lapse, is required throughout the term of the *Contract Agreement* and as may be required after the completion of the work and final payment. Should the Contractor or any subcontractor be found by the District to be in non-conformance with the insurance requirements, the District shall have all rights of redress available under the *Contract Agreement* and the laws of the State of South Carolina up to and including cancellation of the contract for default.

**93. Minimum Insurance Requirements:** The insurance requirements stated herein are minimum requirements and the Contractor's coverage shall be written for not less than the limits stated herein:

- A. Commercial General Liability:
  - 1) \$1,000,000 limit for bodily injury and property damage (each occurrence)
  - 2) Premises Operation and Independent Contractor's Protection of \$1,000,000
  - 3) Products and Completed Operations of \$1,000,000 to be maintained for one (1) year following established completion of the project.
  - 4) Commercial Broad Form Property Damage of \$1,000,000 including Owned/Non-owned and Hired Motor Vehicles with combined minimum single limit of \$600,000
  - 5) Personal and Advertising Injury of \$1,000,000
  - 6) Contractual each occurrence of \$1,000,000
  - 7) Fire Damage (any single fire) of \$100,000
  - 8) Medical Expense (any single individual) of \$5,000
- B. Commercial Umbrella Liability in excess of other coverage with minimum limits of:
  - 1) \$5,000,000 (per occurrence)
- C. Automobile Liability with \$1,000,000 for bodily injury and property damage (per occurrence) including all owned, hired, and non-owned vehicles
- D. Worker's Compensation as required by the State of South Carolina to include:
  - 1) Employer's Liability (per single accident) of \$500,000

- 2) Disease (per single individual) of \$100,000
- 3) Disease (policy limit) of \$500,000

Any out-of-state Contractor shall ensure coverage is provided for those employees in South Carolina working on this project, whether residents of South Carolina or of another state, which conforms to the requirements in this *Contract Agreement*.

**94. Builder's Risk Insurance:** Where necessary, the District shall provide builder's risk coverage on the work in progress and materials and equipment to be incorporated into the work and located at the worksite as well as any other appropriate insurance coverage for the existing facilities at the worksite. The Contractor shall comply with the following regarding District provided insurance coverage:

- A. Provide and maintain any additional insurance coverage the Contractor deems necessary to safeguard the work in progress or the Contractor's liability in relation to the work in progress which may be excluded from coverage under the builder's risk or building coverage provided by the District.
- B. Provide and maintain insurance coverage against loss, damage or theft of tools, materials, trailers, scaffolding or other equipment owned by the Contractor, which is not intended to be incorporated into the work but located at the worksite.
- C. Store any off-site materials or equipment to be incorporated into the work in a bonded, insured warehouse and provide proof of same to the District when requesting payment for such stored materials and equipment.

Provision by the District of builder's risk or other insurance coverage to protect the work in progress or existing facilities at the worksite does not prejudice any rights of the District to remedies by the Contractor for losses or damages incurred due to criminal intent, negligence, action or failure to act of the Contractor, any subcontractor or any supplier.

**95. Insurance Carrier Requirements:** Each of the insurances required shall be issued by a company licensed in the State of South Carolina for the applicable line of insurance and shall be an insurer with a "Best Policyholder's Rating" of "A-" or better and with a financial size rating of Class V or greater. Any aggregate limits of insurance shall apply, in total, to this *Contract Agreement* only and shall be so indicated on the *Certificate of Insurance*. The District and the Architect shall be named as an additional insured with a cross liability clause on the Comprehensive General Liability and the Automobile Liability policies. An original *Certificate of Insurance* (*Exhibit G*) shall be provided to the District by the insurance carrier(s) prior to commencement of the work with the provisions stated on the form.

**96. Failure to Provide Certificate of Insurance:** The Contractor is responsible for any delay resulting from the failure of the insurance carrier to furnish a valid, original *Certificate of Insurance* (*Exhibit G*) as proof of existing coverage in the prescribed form or for any lapse or cancellation of coverage which results in stoppage of the work by the District until such insurance coverage has been replaced or reinstated. Any delay in the work resulting from the failure of the Contractor to maintain the required insurance coverage or the insurance company's failure to provide a valid, original *Certificate of Insurance* (*Exhibit G*) shall not result in an increase in contract price or time.

**97. Losses:** The Contractor shall report all losses related to Contractor-provided insurances within twenty-four (24) hours to the Contractor's insurance agent or carrier as may be appropriate to facilitate adjustment of the claim. The Contractor shall also notify the District's Project Manager within the same period of time the nature and estimated value of the loss or liability exposure incurred. The Contractor shall comply with the following regarding any loss or damage to the work in progress or to the District's buildings or other facilities:

- A. Report losses promptly to the appropriate authorities (police department, fire department, etc.) and secure a police report.
- B. Prepare or assist in preparation of any claim forms, affidavits, statements of loss, or other documents required by the District's or the Contractor's adjuster to facilitate claim processing as well as present immediately any estimates, invoices, payrolls or other proofs of loss or damage incurred to facilitate prompt settlement of the claim.
- C. Immediately, upon knowledge of the loss or damage incurred to the work in progress or the District's existing facilities, safeguard or temporarily repair the work, facilities and premises from further loss or damage until the insurance adjuster has made necessary observations of the damage. The Contractor shall notify the District of action taken to safeguard the work, facilities, and premises or temporary repairs performed until such time as clean-up, permanent repair, replacement or other such activities are authorized. In the event safeguarding the work in progress or temporary repairs would negate or cover up the damage from observance by the insurance adjuster(s), the Contractor shall take photographs of the damage prior to performing temporary repairs and provide them to the District and the adjuster(s).
- D. Prepare for approval by the District, any necessary *Change Order* (*Exhibit E*) detailing such costs required to facilitate clean-up, repair, replacement of all damaged or destroyed materials, equipment or processes when the loss is the responsibility of the District's insurer and, upon approval of the *Change Order* (*Exhibit E*) take immediate action to perform such activities related to correction of the loss.
- E. Accept any insurance proceeds as full restitution for all work of the Contractor and all subcontractors, and repair or replacement of all materials, equipment and processes damaged or destroyed by the loss to be re-incorporated into the work in progress or to correct damage or loss to the existing facilities.

- F. Perform any additional work or changes to the work deemed by the District to be appropriate as a direct or in-direct result of the damage or loss incurred. Such changes or additions to the work along with any approved change in contract price or contract time shall be incorporated into a *Change Order* (*Exhibit E*).
- G. Pay all deductibles required by the Contractor's insurance or the District's builder's risk insurance and provide promptly to any subcontractors or suppliers their just shares of any insurance proceeds received by the Contractor upon performance of the work resulting from the loss.

**98. Performance and Payment Bonds:** The Contractor shall furnish bonds covering faithful performance of the *Contract Agreement* and payment of obligations arising there under. Nothing in the *Contract Agreement* shall preclude the District from requiring any other bonds in conjunction with the work to be performed or any claim or other activity connected thereto. The Contractor shall provide and pay the cost of performance and payment bonds. Each shall be in the full amount of the contract price including any accepted alternates, issued by a Surety licensed in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" and a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a power of attorney authorizing the attorney-in-fact to bind the Surety and certified to include the date of the bond. Upon request, the Contractor or the District shall promptly furnish a copy of the payment bond to any individual or entity appearing to be a potential beneficiary of the bond without any requirement to establish the legitimacy of such claim.

**99. Complaints / Claims Process:** Any formal complaint or contract controversy arising out of the interpretation of the *Contract Agreement* between the Contractor and the District shall not be subject to arbitration or mediation but shall be subject to the District's Procurement Code and subsequently, after exhausting the processes therein, the judgments of the Court of Common Pleas of Horry County, South Carolina. The Contractor shall have the right to make an informal request for redress by the District's Project Manager, in writing, regarding interpretation of any condition of the Contract Documents or a decision regarding other condition(s) existing which may impede progress of the work. Such requests shall be made within ten (10) days of the occurrence, the Contractor's first knowledge of the need for an interpretation or decision, or the event precipitating the need for redress. The Project Manager shall, within ten (10) days, provide a written interpretation or decision to the Contractor. The Project Manager's decisions on matters relating to aesthetic effect shall be final if consistent with the intent of the *Contract Agreement*. For all other decisions not resolved by the District's Project Manager, the Contractor shall have the right to submit a formal claim in accordance with the requirements of the District's Procurement Code. The Contractor irrevocably waives any and all rights the Contractor may have to a trial by jury in any action, proceeding or claim of any nature relating to this *Contract Agreement* or any other Contract Document. The Contractor acknowledges that the foregoing waiver is knowing and voluntary. In addition, any costs to the District for litigation in the Court of Common Pleas of Horry County, South Carolina shall be borne by the claimant including all attorney fees, courts costs or other such costs related to the litigation if the judgment of the court is made in favor of the District.

**100. Recovery of Sums Owed:** Whenever any sum of money shall be recoverable from or payable by the Contractor to the District (whether for the benefit of the District, the Architect, any regulatory authority or another contractor), the same amount may be deducted from any payment due to the Contractor under the *Contract Agreement* or under any other *Contract Agreement* between the Contractor and the District at that time. Should the amount owed by the Contractor be greater than the amounts yet payable to the Contractor under any *Contract Agreement*, the Contractor shall reimburse the District for all remaining amounts. **The District shall have the right to declare any business entity operated by the Contractor as non-responsible from receiving another bid award until all amounts due to the District are paid in full.** These rights of the District are in addition and without prejudice to any other rights the District may have to claim the amount of any loss or damage suffered by the District as a result of acts or omissions of the Contractor from the Contractor's Surety.

**101. Contract Governance:** This contract shall be governed by the District's Procurement Code and any applicable laws of the State of South Carolina. Duties and obligations imposed by the *Contract Agreement* and rights and remedies available there under shall be in addition to, and not a limitation of, duties, obligations, rights and remedies otherwise imposed or available under the District's Procurement Code or by law. The Office of School Facilities (OSF) shall determine the enforcement and interpretation of all the applicable codes and referenced standards on school buildings. The Contractor specifically affirms by execution of this *Contract Agreement* that the Contractor is charged with the knowledge of the District's Procurement Code and OSF regulations.

**102. Written Notices:** Written notice is deemed to have been duly served if delivered in person to the officer, director, owner, or other employee of the entity for which it was intended and from whom signature is secured, or if sent by registered or certified mail to the last business address known to the party giving written notice.

**103. Taxes:** The Contractor shall pay sales, consumer, use and similar taxes, which are legally enacted when bids are received or negotiations concluded, for the work or portions thereof and all materials and equipment provided by the Contractor, whether or not such tax requirements are yet effective or merely scheduled to be effective during the contract term

and whether or not the Contractor is aware of the requirements at the time the bid is submitted or negotiations completed.

**104. Non-Resident Withholdings:** The Contractor's attention is directed to Title 12, Chapter 9, of the South Carolina Code of Laws, "Withholding Agents and Withholdings" dealing with South Carolina Tax Commission withholdings for nonresidents. The Contractor shall ensure the Contractor and any subcontractors performing work under the *Contract Agreement* conform to all requirements pertaining thereto, including by way of illustration and not limitation, securing a non-resident exemption or posting the required non-resident bond for two percent (2%) of the contract price with the South Carolina Tax Commission.

**105. Statutory Limitation Periods:** As to acts or failures to act occurring prior to the date of substantial completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the established date of substantial completion. As to acts or failures to act occurring subsequent to the date of substantial completion and prior to issuance of the final payment any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of the Contractor's final *Payment Request (Exhibit F)* submitted. As to acts or failures to act occurring after the relevant date of the final *Payment Request (Exhibit F)* any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to the warranty provided, the date of any correction of the work or failure to correct the work by the Contractor, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or District, whichever occurs last.

**106. Royalties and Patents:** If the Contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood, without exception, the contract price includes all royalties or costs arising from the use of such design, device, or materials in the work to be performed. The Contractor shall defend suits or claims for infringement of patents or copyright rights or unpatented invention, process, or article manufactured or used in the performance of the contract and shall hold the District, its representatives, agents, employees or others harmless against all claims, loss, damage, injury, fines, penalties and costs, including court costs and attorney's fees, charges, liability, and exposure, however caused on account thereof, including the use by the District. The Contractor shall not be responsible for such defense or loss when a particular design, process or product of a particular supplier is required by the Contract Documents without substitution. However, if the Contractor has reason to believe the required design, process or product or use thereof is an infringement of a patent, the Contractor shall notify the Architect of such information in writing within twenty-four (24) hours of first discovering the potential infringement.

**107. Contract Termination By Contractor:** The Contractor may terminate the contract if the work is stopped for a period of ninety (90) days or more through no act or fault of the Contractor, any subcontractor or supplier, for a) issuance of an order of a court or other public authority having jurisdiction; b) an act of government, such as a declaration of national emergency, making materials unavailable; or c) if repeated suspensions, delays or interruptions by the District constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any one (1) year period, whichever is less. If one of the above reasons exists, the Contractor may, upon fifteen (15) days written notice to the District, terminate the *Contract Agreement* and recover from the District payment for work executed in accordance with the *Contract Agreement* to date, and for substantiated direct loss in materials, equipment, and processes to be incorporated into the work, including reasonable overhead and damages less any amounts recoverable from the Contractor as stated in the *Contract Agreement*.

**108. District Termination:** The District may terminate the contract or pursue any other rights and remedies afforded in the *Contract Agreement* or under applicable laws if the Contractor fails to perform or otherwise materially breaches any requirement of the *Contract Agreement*. The District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's Surety ten (10) days written notice, terminate the contract with the Contractor and may, subject to any prior rights of the Surety, a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery located thereon owned by the Contractor; b) require and accept assignment of sub-contracts; and/or c) finish the work by whatever reasonable method the District may deem expedient. Further the District may terminate the contract, without cause, should funds become unavailable.

**109. Payment at Termination:** When termination is predicated upon cause, the Contractor shall not be entitled to further payment until all other obligations related to completion of the work by the Surety or the District are fulfilled and it is determined by the District a balance of the contract price is remaining and the Contractor is entitled to such payment for performance of work in accordance with the *Contract Agreement* prior to termination. If costs to finish the work exceed the unpaid balance, the Contractor or the Surety shall pay the difference to the District. The amount to be paid to or by the Contractor, the District or the Surety, as the case may be, shall survive termination of the *Contract Agreement*. In all other cases of termination, the Contractor shall be entitled to payment of the portion of the contract price for the percentage of work completed to the time of

termination and accepted by the District in accordance with the *Contract Agreement*, excluding any anticipatory profits.

**110. Cessation of Work:** After receipt of a notice of termination, except as otherwise directed, the Contractor shall a) stop work on the date specified in the notice of termination, b) place no further orders or subcontracts for materials, equipment, labor or other services except as necessary for completion of such portion of the work not terminated, c) terminate all supplier orders and assign all existing subcontracts to the District or the Surety in accordance with the *Contract Agreement* unless otherwise directed by the District, and d) settle all outstanding liabilities and claims.

**111. Right to Extend Remedy Period:** The District shall have the right to extend any period of time given to the Contractor by the *Contract Agreement* to remedy any correction of work, default or other circumstance, if it is deemed in the best interests of the District to do so. The right of the District to extend such time shall not give rise to a duty on the part of the District to exercise this right.

**112. Assignment:** The District and the Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto in respect to covenants, agreements and obligations contained in the *Contract Agreement*. Neither party to the *Contract Agreement* shall assign the *Contract Agreement* in whole or in part without written consent of the other party. If either party attempts to make such an assignment without consent, that party shall nevertheless remain legally responsible for all obligations under the *Contract Agreement*.

**113. Definitions:** The following definitions of terms used in the Contract Documents are as follows:

- A. **Acceptance:** The District's acceptance of the completed work from the Contractor when all work appears to be completed in a satisfactory manner and in accordance with the Contract Documents. Acceptance is confirmed by the final payment of all retainage less any amounts owed to the District, the Architect and any regulatory authority. Acceptance does not relieve the Contractor of responsibilities for conditions that survive final completion of the project.
- B. **Allowance:** An amount specified by the District in the Contract Documents for a specified product purchase or work to be completed by the Contractor or a subcontractor. An allowance is a reimbursement, dollar for dollar, of actual costs incurred for the product purchase or performance of the work specified.
- C. **Applicable Laws:** Any local, federal or South Carolina laws, statutes, ordinances, rules, regulations, administrative guidelines, codes, or other lawful orders that may apply to or regulate the work or the performance of the work, whether or not reference is specifically made to such laws, statutes, ordinances, rules, regulations, administrative guidelines, or other lawful orders in the Contract Documents. Also includes applicable construction standards.
- D. **Architect:** Any individual or entity legally qualified to practice architecture in South Carolina with whom the District has a contractual agreement to provide architecture or other services pertaining to construction that members of this profession or those in their employ may justifiably perform. The Architect serves as the District's authorized representative to the extent of the contractual agreement between the Architect and the District. Any reference to Architect also includes any representatives, agents or employees of the Architect.
- E. **Claim:** A demand or assertion by one of the parties to the contract or by a third party seeking, as a matter of right, an adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract Documents, the work being performed, or actual damages sustained. Any claim shall be in conformance to the requirements of the District's Procurement Code.
- F. **Construction Change Directive (CCD):** A directive issued by the District which shall have the same force and effect as a *Change Order* on the Contractor's performance and in effecting the change to the *Contract Agreement*.
- G. **Contractor:** The individual or entity with whom the District has executed a *Contract Agreement* for the work to be performed and who is licensed to conduct construction activities in the State of South Carolina. Any reference to Contractor also includes any representatives, agents or employees of the Contractor or any other entity enjoined to the Contractor.
- H. **Complaint:** A verbal or written request to the District's Project Manager by the Contractor or a third party seeking a) redress of any condition existing that may impede progress of the work, b) relief from an untenable situation arising during the performance of the work through no fault of the complainant, c) interpretation of any condition of the Contract Documents, d) removal of restrictions or requirements not in accordance with the Contract Documents, or e) additional compensation for changes in work.
- I. **Day:** Shall mean a calendar day unless otherwise specifically designated as business or work day. In computing any period of time, the day of the event from which the designated period of time begins to run is not included. If the final day of the designated period falls on a Saturday, Sunday or a legal holiday for the District, then the period shall run to the end of the next calendar day.
- J. **Drawings:** Graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the work to be performed. Such drawings constitute an integral portion of the Contract Documents.



- K. **Emergency:** A sudden, unexpected occurrence or set of circumstances demanding immediate action to ensure the health and safety of any building occupants or to prevent further damage to the work or property of the District and others, which may include, but not be limited to, fire, security risk, impending structural collapse, fire alarm or security alarm malfunction, loss of utilities. Action taken by the Contractor during an emergency shall be limited to such action necessary to ensure the safety of the building's occupants and to mitigate, contain and/or prevent further damage to the work in process, the District's property or the property of others.
- L. **Latent Defect:** A latent defect in materials, equipment or processes is not reasonably detected through careful observation or inspection.
- M. **May:** The word "may" or other such words or phrases indicate a recommendation that is adhered to by the Contractor, Architect or District at his/her choice.
- N. **Minority Status:** Means the qualification of a small business concern that is at least fifty-one percent (51%) unconditionally owned by one or more individuals who are both socially and economically disadvantaged or are women or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one or more socially and economically disadvantaged individuals or by women, which may or may not be State of South Carolina certification.
- O. **Project:** The total scope of work to be performed whether performed by one or more contractors, subcontractors or the District itself. (Also referred to as the "work," the "work to be performed," the "work in process," or other such terms.)
- P. **Regulatory Authority:** Any agency of the federal government or the State of South Carolina which has jurisdiction over the District, its procurement of design and construction services, or the work being performed under contract.
- Q. **Shall:** The word "shall" or "must" or other such words or phrases indicate a mandate that must be adhered to by the Contractor, Architect or District.
- R. **Shop Drawings:** Drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrates how specific portions of the work shall be fabricated and/or installed.
- S. **Specifications:** A written description of the physical, functional, or performance characteristics, or the nature of the materials, equipment, processes, construction, or

- work to be performed. It includes, as appropriate, construction standards, technical data, workmanship, inspection and testing requirements.
- T. **Subcontractor:** An individual or entity, who is properly licensed to do business in the State of South Carolina, having a direct contract with the Contractor to perform a portion of the work described in the Contract Documents. Any reference to subcontractor also includes any representatives, agents, or employees of the subcontractor or any other entity enjoined to the subcontractor to perform any work.
- U. **Substantial Completion:** The date or conclusion of consecutive days established in the Contract Documents for sufficient completion of the work such that the District may occupy and utilize the project for its intended use. The health and safety systems shall be inspected and approved for occupancy by OSF and all other system functionality and work shall be completed as stipulated in the Contract Documents. The determination as to whether the Contractor has reached substantial completion of the work by the date established, as may be amended, is solely the District's.
- V. **Supplier:** Any individual, business, manufacturer, fabricator, vendor or other entity that supplies materials, equipment, or items fabricated to a special design needed for the work to be performed but who does not perform any direct labor. Any reference to supplier also includes any representatives, agents or employees of the supplier or any other entity enjoined to the supplier.
- W. **Surety:** An individual or entity who promises, in writing, to make good the debt or default of a Contractor or other entity.

**114. Licenses and Permits:** During the term of the contract, the Contractor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by state, county, city, or other government entity or unit to accomplish the work specified in this solicitation and the contract.

**115. Ownership of Data & Materials:** All data, material and documentation either prepared for HCS pursuant to this contract shall belong exclusively to HCS.

**IN WITNESS THEREOF:**

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

CONTRACTOR	THE DISTRICT
Name & Title of Authorized Signatory:	Name & Title of Authorized Signatory: John K. Gardner, Chief Financial Officer, Fiscal Services
Date:	Date:
Signature:	Signature:

- Attachments:
- Exhibit A: Scope of Work
  - Exhibit B: Contract Documents List
  - Exhibit C: Schedule of Values
  - Exhibit D: Project Schedule
  - Exhibit E: Change Order Procedures
  - Exhibit F: Payment Procedures
  - Exhibit G: Certificate of Insurance

# SCOPE OF WORK (Exhibit A)



PROJECT NUMBER: 2122-52VS PROJECT NAME: Modular Classrooms

The following information and terms and conditions are provided specific to the project identified in this contract:

- DISTRICT PROJECT MANAGER:** Name: Frank S. Smith, AIA  
Telephone: 843-488-6574 Fax: E-mail: Fsmith001@horrycountyschools.net Mobile: 917-440-7672
- OTHER PROJECT REPRESENTATIVE(S):** Name: Joe Burch, Coordinator. Of Capital projects and Planning  
Telephone: 843-488-6712 Fax: 843-488-6714, E-mail: jburch@horrycountyschools.net Mobile: 843-421-3285
- DISTRICT PROCUREMENT OFFICER:** Robin Strickland, CPPB, at [rstrickland@horrycountyschools.net](mailto:rstrickland@horrycountyschools.net) or 843-488-6893
- CONTRACTOR'S PRINCIPAL/OWNER:** Name:  
Telephone: Fax: E-mail: Mobile:
- CONTRACTOR'S PROJECT MANAGER:** Name:  
(if required) Telephone: Fax: E-mail: Mobile:
- CONTRACTOR'S WORKSITE SUPERINTENDENT:** Name:  
Telephone: Fax: E-mail: Mobile:
- CONTRACTOR'S SECONDARY WORKSITE SUPERINTENDENT:** Name:  
(if required) Telephone: Fax: E-mail: Mobile:
- APPROVAL OF CONTRACTOR USE OF DISTRICT FACILITIES (as checked):**  Water  Electrical Power  Restroom Facilities  Vending Machines  Debris and Recycle Containers  
 Other:  No use of District facilities allowed.
- LIQUIDATED DAMAGES:** \$ 500.00 per day
- RETAINAGE TO BE WITHHELD:**  3.5% from every payment until final completion of the work in accordance with the contract documents  
 None
- CONSTRUCTION WORKSITE MEETINGS HELD:**  Weekly  Every Two Weeks  Twice Monthly  Once Monthly
- SOURCE OF PROJECT FUNDS:**  Federal Source  Other Sources (non-Federal)
- CONTRACTOR WARRANTY TERMS:**  60 days  90 days  180 days  365 days (1 year)  730 days (2 years)

The Contractor shall provide, at the time the *Contract Agreement* is executed by the Contractor and returned to the District, the following checked items:

- A copy of business licenses valid in the jurisdiction where the construction work will be performed for the Contractor.
- A copy of contractor licenses issued by the South Carolina Licensing and Regulation Board for the Contractor and each subcontractor.
- A valid, original Certificate of Insurance.
- SLED checks maintained in the Contractor's file on all Contractor and subcontractor employees, agents and representatives who will access the worksite during performance of the construction work or other services. (Do not submit to the District until requested.)
- Certification of Approved Installer (on manufacturer's, fabricator's or supplier's letterhead) for.... (As applicable)
- Other:
- Other:

## PERMITS, INSPECTIONS, APPROVALS OF REGULATORY AUTHORITY AND ASSIGNED RESPONSIBILITY:

- A. Obtaining state and local permits will be the responsibility of the Contractor in coordination with the Architect of Record (A.O.R). AOR for all site related work to be retained by the District.
- B. Site Work that requires inspection, as required for Zoning approval, will be the responsibility of the Contractor in coordination with the A.O.R.
- C. Random inspections performed by Owner's representative(s).
- D. Office of School Facilities (OSF) to conduct a final inspection.
- E. Special Inspections will be performed by an independent Testing Agency paid for by the Owner.
- F. Obtaining a final Certificate of Occupancy will be the responsibility of the Contractor in coordination with A.O.R.

## DETAILED DESCRIPTION OF WORK TO BE PERFORMED:

- A. **SCOPE OF WORK:** The intent of this solicitation is to provide Horry County Schools (Owner) with the ability to purchase, lease and relocate both newly acquired and currently owned, factory-built MODULAR UNITS / BUILDINGS, designed for educational use, from a qualified Contractor that can provide complete turnkey services to include design and engineering, construction of the building on our premises, as well as site development and project management. Modular Classroom will be constructed entirely at a factory and must be moved from one location with relative ease. The building may require a minimum amount of construction for installation and connections. The modular unit will not have been previously utilized and will be in a factory certified condition. Design, construction, and installation shall comply with the codes and standards, to meet applicable federal and state codes to include the S.C. Code 23-43-10 et. Seq, South Carolina Modular Buildings Act, which requires that all modular buildings be certified by the South Carolina Building Code Council. Contractor shall be responsible for the design and construction of the new modular units and installing them in a turnkey operation. The turn-key operation is to include, but is not limited to, set up and installation of modular units; removal of axles, hitches, and tires; costs associated with setting of modules; installing necessary tie-down foundations; installation of skirting; construction of all stairs, ramps, decks and platforms; realignment of intersecting partitions and openings; furnish and installation of all interior and exterior doors; furnish and installation of gutters and downspouts located on modules; furnish and installation of all interior and exterior finishes; furnish and installation of building identification, directional and life safety signage; furnish and installation of fire alarm system conduit and device boxes; testing and balancing of HVAC units; de-installation, removal & transportation, and site restoration at the end of the rental period. All work shall comply with the S.C. Code 23-43-10 et. Seq, South Carolina Modular Buildings Act.

Security: A Bid Bond is required to be submitted with the Bid in the amount of five percent (5%) of Base Bid Price. In addition, each modular project entered into by the Owner with the Contractor, a Performance and Payment Bond in the amount of 100% of the value of the proposed project shall be submitted within two days of receiving Owner's Purchase Order.

1. The Owner anticipates the need for an indefinite delivery and indefinite quantity of, NEW, modular classrooms in the next 5 years, utilizing a mix of modular classroom units, with and without student restrooms. In addition, modular units may be required with gang restrooms, staff restrooms, IT spaces and general storage along with administrative spaces. These units may be stand-alone or ganged together. The ganged units are to be a double-loaded corridor arrangement with minimal exterior doors. All units shall be set-up and installed, by the Contractor, at various locations within Horry County.
2. The contracted services are to meet or exceed all applicable federal, state, local and industry standards, codes and regulations. It shall be the Contractor's responsibility to familiarize themselves with the relevant laws adopted by Horry County and the State of South Carolina. The 2020 OSF Guide along with the 2018 IBC Codes are anticipated to be in force for this Contract. The Contractor shall indemnify and save harmless the Owner against any claims arising from the violation of any such laws, ordinances and regulations. The Contractor shall also satisfy all authorities having jurisdiction and, where necessary, obtain such permits as may be required. Time delays or additional costs caused by compliance with any law or regulation shall not be cause for time extension or extra payment by Owner.
3. Modular buildings must be certified by the South Carolina Building Codes Council, as complying with the South Carolina Code of Laws, Title 23, Chapter 43, Modular Buildings Construction Act and the regulations promulgated by authority of same chapter, if they have been manufactured in accordance with approved building systems and passed inspection in accordance with an approved compliance assurance program in Section 23-43-90. Certification is evidenced by the attachment to each modular unit, a label issued by the council. Certification labels can only be attached to a modular building by the manufacturer under supervision of the approved inspection agency.
4. The Contractor shall be responsible for the design, engineering, permitting, fabrication, site assembly, installation, and associated walkways, steps, ramps, canopies, utility connections, etc. as required.
5. The Contractor shall be responsible for providing and maintain an on-site, full-time supervision accountable for the coordination of all project-related tasks for the Unit(s) until the Certificate of Occupancy has been issued.
6. The Contractor shall coordinate and cooperate with the Owner's personnel and/or Contractor's being utilized under separate contracts, who may also be on-site working concurrently.
7. The Contractor shall obtain the services of a licensed engineer registered with the State of South Carolina to design:

- a. The foundation system and tie down system in accordance with 2018 IBC
- b. Concrete walks
- c. ADA Compliant Alum Ramps
- d. ADA Compliant Alum Steps
- e. Canopies

8. **Site Plan:** Include in your bid a **Site Allowance of \$25,000.00 per Classroom and \$25,000 per Bathroom Unit** to include:

- a. Obtain the services of a Site Contractor and Electrical contractor (that is familiar with Horry County Schools) to perform the work that will be outlined in the site plan prepared by the Architect and Civil Engineer retained by the District. Landscaping to be included in allowance.

*The District shall obtain the services of a registered Architect & Civil Engineer (that is familiar with Horry County Schools) to develop an overall site plan showing:*

- i. The existing school,*
- ii. Proposed modular(s) location(s)*
- iii. Emergency access roads and relative information.*
- iv. Fixture Count Calculations*
- v. Allowable Area Calculations*
- vi. Grading, storm drainage, landscaping*
- vii. Site modifications and improvements as required*
- viii. Utility modifications and connections to modular*

9. **Building Plans:** The Contractor shall provide a schematic floor plan to the Owner showing the:

- a. Scope of their proposal including dimensions
- b. Exterior elevation views indicating the materials proposed.
- c. MEP plans showing the devices. Owner's approval does not relieve the Contractor for the requirement to provide code compliant units.

10. **Drawings:**

- a. Prior to construction of a Unit or subassembly, Contractor shall prepare and submit required Drawings, sealed and signed by an Architect or Engineer (registered in the State of South Carolina), under whose supervision the drawings have been prepared, to the District & AOR retained by the District, who will submit them, along with all Site/Civil plans , to SC OFS for their review and comments.
- b. Shop drawings
  - i. Which are herein defined as drawings, illustrations, computations, charts, brochures, and manufacturer's details, are required to be furnished by the Contractor to show details of the project as may be requested.
  - ii. Prior to furnishing shop drawings, the Contractor shall verify all details and coordinate with manufacturers and Subcontractors to insure correctness and conformance to the plans and specifications. If shop drawings differ from approved contract requirements, the Contractor shall so advise Owner with written notice stating the reason for the difference.
  - iii. Shop drawings shall be transmitted to Owner by the Contractor only and not by manufacturers or Subcontractors. Format and procedure for transmittal shall be established by Owner.
  - iv. The Contractor shall submit shop drawings in orderly sequence and with such promptness as necessary to allow for reasonable checking time and subsequent completion of the work as provided by the Contract. Owner shall review and return shop drawings with reasonable promptness.
  - v. Three (3) copies of each shop drawing shall be provided by the Contractor. One (1) set shall be returned to the Contractor; either approved, marked for changes, or marked for rejection and re-submittal.
  - vi. The Contractor shall make any corrections required by Owner and shall re-submit three (3) copies each, until approved. Work on any part of the project requiring shop drawings shall not be started until the drawings have been approved by Owner.
  - vii. No changes shall be made after the drawings have been approved unless authorized by Owner.
  - viii. Owner's review and approval of shop drawings is limited to checking for conformance with design concepts of the project.
- c. The Contractor shall be responsible for all details, quantities, dimensions, materials, coordination of work with others, and performance of the work in a safe and satisfactory manner.

- d. The approval by Owner of any drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of its responsibility for any errors therein and shall not be regarded as any assumption of risk or liability by Owner or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that Owner has no objection to the Contractor's using, upon its own full responsibility, the plans or method proposed.
11. **Code Compliance:** The Contractor shall provide evidence of a complete Code analysis to verify the Code compliance for the planned work at each site. This Code analysis to include plumbing count and analysis, building area and building type calculations. The plumbing and area calculations must take into account the existing building.
12. **Office of School Facilities (OSF):** Contractor shall prepare modular plans, sealed by Licensed Professional. AOR will submit plans to OSF for review and acceptance, scheduling an onsite OSF inspection. Contractor shall provide supervision and full work crews with the ability to address any issue(s) that OSF inspector identifies.
13. **Transportation:** The Contractor shall be responsible for obtaining all transportation permits and pay for all transportation fees required by the South Carolina Department of Transportation (SCDOT) and/or municipal agencies.
14. **General Contractor:** The Contractor is responsible for hiring a General Contractor (that is familiar with Horry County Schools) licensed in South Carolina with a building classification/cost of work limitations not less than the cost of the project to:
- Perform all repairs during the Contractor's warranty period
  - Provide service and maintenance during the Contractor's warranty period
15. **Subcontractors and Professionals:** The Contractor shall use fully licensed Subcontractors and professionals for all site work, including foundations, installation and set-up.
16. **3<sup>rd</sup> Party Inspections:**
- The Contractor is responsible for obtaining an OSF approved 3rd party inspection firm that will inspect and approve the modular classrooms during construction at the factory. HCS will retain a 3<sup>rd</sup> party inspector for the setup, and at completion of the setup.
  - The Contractor will supply HCS with a copy of each report prior to the final inspections by OSF being scheduled.
  - This OSF approved 3rd party inspection firm is in addition to the manufacturer's SC LLR approved 3rd party inspection report.
17. **Connections:** The Owner will provide the Contractor with As-built drawings showing the approximate location(s) for connection to the Unit's water, sewer, and electrical systems. The Contractor is responsible for making connections to the main utility systems. For the purpose of bidding, the Contractor will assume that the closest corner of the modular building is within 250 feet of the existing building.
18. **Access Keys:** The Contractor shall furnish the Owner two (2) construction access keys and temporary cores for each Unit's door(s) for use by multiple parties during set-up, prior to final inspection by applicable governing authorities. These access keys are for the Owners use only.
- The Contractor is responsible for supplying their Contractors and Subcontractors with ACCESS KEYS
19. **Americans with Disabilities Act (ADA):** All Units and related equipment shall be supplied and installed in compliance with the ADA accessibility requirements. Each modular unit shall be fully accessible and in compliance with ADA requirements including but not limited to door clearances and hardware, casework, lights switches, etc. Each restroom shall be fully accessible and compliant with ANSI-A117.1, Accessible and Useable Buildings and Facilities, latest edition, including but not limited to, ingress/egress, door clearances and hardware, restroom fixtures, toilet accessories, etc.
20. **Work-Site Debris:**
- The Contractor is responsible for maintaining a clean and debris-free site by providing daily and final clean-up (with placement in an on-site dumpster) of all non-hazardous trash and debris, including coffee cups, lunch trash, etc.
  - Glass containers/products are not permitted on the site.
  - Hazardous material containers utilized by the Contractor that may be considered hazardous once empty shall be properly disposed of off-site by the Contractor in accordance with state and local waste management regulations.
  - It is encouraged for the Contractor to recycle as much waste as possible.

- e. All Tires, Wheels and Axles are to be removed from the school at the end of the unit set-up and recycled/disposed of at the Contractor's expense.
    - i. HCS will not store any Tires, Wheels and Axles.
  - f. The Contractor is to clean all construction debris from under the modular classrooms at the end of the project PRIOR to OSF inspection.
21. **Delivery and Placement of Unit(s):** The Contractor shall provide the Owner with a detailed schedule outlining each activity and its relationship to other activities within five (5) calendar days of a new Unit being approved. Included in the proposal are the site visits to help the Owner determine the placement of the modular classroom(s) as it relates to site accessibility and layout.
22. **Installation/Set-up:** The Contractor shall complete installation/set-up of Unit(s) within five (5) calendar days from the date the Unit is delivered to the established site.
23. **Materials, Labor, and Equipment:** All materials and equipment incorporated into any work covered by the Contract shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use and all workmanship shall be in accordance with best construction practices acceptable and subject to the inspection and acceptance of the Owner. The Contractor expressly warrants to Owner that all materials, labor and equipment furnished from all faults and defects are in conformance with requirements of the Contract. If within one (1) year of the date of acceptance by Owner, of the work, or such longer time period as may be prescribed by law or by the terms of any special warranty set forth in the Contract, any work is found to be defective or not in accordance with the Contract, the Contractor shall correct it promptly after receipt of notice from Owner.
24. **Confine Operations within Rights of Way and Easements:** Property lines, limits of easements, and limits of construction permits are indicated on the plans and it shall be the Contractor's responsibility to confine its construction activities within these limits, unless arrangements are made for use of private property. Before using any private property adjoining the work, the Contractor shall file for written permission of the property Owner, and upon vacating the premises; the Contractor shall furnish the Owner with a release from all damages, properly executed by the property Owner.
25. **Acceptance:** Acceptance shall be defined as final approval of the project only in that it has been performed, cleaned up, and completed in accordance with plans and specifications and a certification for occupancy has been issued by South Carolina Office of School Facilities. It is mutually agreed between the parties to the Contract that acceptance of completion of the project shall constitute final acceptance of the work and materials included in the Contract on the date of such approval. It is provided further that such approval shall not constitute an acceptance of any unauthorized work, that no payment made under the Contract except the final payment shall be evidence of the performance of the Contract, either wholly or in part, and that no payment shall constitute an acceptance of unauthorized or defective work or improper material. The acceptance of the Contract work shall not prevent the Owner from making claim against the Contractor under the warranty as set forth below.
26. **Documents:** A copy of any certification documents, any quality assurance manual provided to the State, any document to be signed by Owner and the Contractor that identifies responsibility for engineering and construction documents, permits, work by others, footings, foundation and site work (soil conditions, drainage), utility placement and hookups, water and sewer connections, fire alarm and sprinkler issues, delivery, etc., shall be provided to Owner, upon request, or as required by law. The document will not contain any provisions that differ from this IFB. However, items not covered in this IFB may be considered. Owner reserves the right to reject any or part of the document that is not in the best interest of HCS. The Contractor will not require Owner to sign any document, other than required permits and financial papers, which has not been first approved by Owner. The purpose of this document, if one is provided, will be to clarify the responsibility of both parties to guarantee a smooth delivery and installation of the Unit(s).
27. **Reconstruction:** Reconstruction required on any Unit because of damage that rendered the Unit substantially unfit for the original intended use, must comply with the applicable standards and codes; drawings must be approved prior to reconstruction.
28. **Warranty:** Warranty begins at time of Substantial Completion, which is the date that OSF issues the Certificate of Occupancy and NOT upon delivery. Contractor warrants that, for twelve (12) months from the date of Acceptance by Owner, the Modular Unit(s) shall be free from defects in materials and workmanship in normal use and operations and shall comply with all drawings and specifications as approved by Owner. Equipment and accessory items not manufactured by Contractor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the manufacturer, which Contractor shall assign to Owner to the extent transferable. The contractor performing warranty repairs shall be considered a "local" contractor. "Local" is defined as a contractor who can be capable of providing an onsite service call within eight (8) hours of notification from HCS



29. **Construction Schedule:** After a purchase order is issued for a project, the Contractor, shall immediately prepare and submit to Owner for approval a progress schedule that will insure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon order of Owner and carry out the schedule to completions of the Contract within the time specified. If schedule is delayed by the Owner, the Contractor and Owner must mutually determine if the project deadline will be changed.
30. **Title:** Title to the Unit(s) shall pass to Owner when entire Purchase Price has been paid to Contractor. Upon Contractor's receipt of payment in full of the Purchase Price, title to the Unit(s) shall transfer to Owner, free and clear of all encumbrances arising by or through Contractor.
31. **Label:** Each unit shall have, permanently attached, a certification label as required by SC Code 23-43-80 with the following data: name and address of manufacturer, identifying number, and month and year of manufacturer.
32. **Purchase Price:** Owner agrees to pay Contractor twenty-five percent (25%) upon execution of a Purchase Order; twenty-five percent (25%) no fewer than two days after delivery date; and the remaining fifty percent (50%) within thirty (30) days of Acceptance. Purchase Price includes such charges as are attributable to circumstances related to the delivery and setup of Unit(s).
33. **Lease Price:** A purchase order will be issued by the District and will serve as a contract between the two parties. No lease payment will be made until the units are accepted by the District, and have cleared third party inspections.
34. **Lease Price/Purchase:** If the District selects the option to lease, at the end of the lease the district shall have the option to purchase the units at the end of the lease.
35. **Relocation:** The District may require modular buildings to be relocated to new locations. Site shall be restored to original condition. Work shall be in accordance with all specifications herein. Pricing must be complete, and include all materials and services associated with the move.
36. **Relocation Dismantling:** Price for dismantling modular building and preparing them for relocation to new sites. Work shall be in accordance with all specifications herein.
37. **Lease Condition:** Penetrations to allow installation of public address system, fire alarm, computer, and/or phone may be drilled through the modulars. These will be caulked and painted at termination of lease.

## **B. MODULAR UNIT SPECIFICATIONS**

Each Unit shall adhere to the subsequent specifications, including but not limited to the following:

1. **Approved Manufactures:**
  - a. First String Space Inc. 892 Railroad Avenue East, Pearson, GA 31642; Phone-(912) 422-6455
  - b. Southeast Modular 1619 GA-26, Ellaville, GA 31806; Phone 229-937-5401
  - c. Titan Modular Systems Inc, 162 Industrial Drive, Alma GA 31510 (912) 632-3344
2. **Seismic Design Category:** Seismic Category D, to be confirmed and established by Soil Engineer per each site.
3. **Hurricane Impact Category:** The buildings are to be designed to meet the maximum wind speed for Horry County and the Impact rating at the coast.
4. **Site:**
  - a. Utilities Connections within 250 feet of the modular classrooms
  - b. Data Line Connection within 250 feet of the modular classrooms
  - c. Sidewalks connecting to the existing school within 250 feet of the modular classrooms
  - d. Canopies connecting to the existing school within 250 feet of the modular classrooms
  - e. ADA Complaint Ramps and Steps
  - f. All Disturbed area are to sodded with Non-Mesh Backed sod

- g. All Construction debris and related material is to be removed by the Contractor
- h. All wheels, tires, Axles and transportation related items are to be removed by the Contractor
- i. All Gutter Downspouts are to be connect to the existing Storm Drain systems within 250 feet of the modular classrooms

5. **Exterior Walls, Separation Walls and Connection Walls:**

- a. Designed and constructed as 1-hr rated walls per 2018 IBC code
- b. Sheathed with Hardi Sierra T111 and painted;
- c. Wall height: as required to provide an 8'-0" finished ceiling height in classrooms and corridors.
- d. Double top-plate
- e. All walls to have gypsum installed from within ½" of floor sheathing to bottom of roof sheathing for sound reduction.
- f. Provide rated walls as required.
- g. All Walls Separation Walls and Connection Walls are to be constructed of 2"x 6" studs 16" on center.
- h. Based on the modular construction double walls will be utilized between ALL classrooms and restroom modules. Exterior wall construction will be typical for the classroom demising walls.
- i. Interior finish to be 5/8" Vinyl covered gypsum - color as selected by Owner.
- j. Exterior layer finish to be Hardi Serria T-11 Panel. Install vinyl coated H-Channel Joint on all vertical joints and install vinyl coating "Z" flashing at all horizontal joints in accordance with the manufacture recommendations. All fasteners are to be Stainless Steel
- k. Exterior trim to be Hardi Panel: 6" top trim and 10" bottom trim with vinyl coating "Z" flashing at all horizontal joints in accordance with the manufacture recommendations. All fasteners are to be Stainless Steel
- l. All Corner trim to be 4" Hardi trim boards – rustic finish. All fasteners are to be Stainless Steel All Window and Door trim to be 4" Hardi trim boards – rustic finish with vinyl coating "Z" flashing at all horizontal joints in accordance with the manufacture recommendations. All fasteners are to be Stainless Steel
- m. Skirting is to be new T1-11 Hardi paneling skirting with edge molding and wood blocking as specified by the manufacturer. Skirting shall be installed to close space between ground and floor structure of Unit. All fasteners are to be Stainless Steel
- n. Exterior color to be Kelly Moore low sheen enamel: Sandpebble #171, Trim # 27 Bone. :
- o. House Wrap: From the bottom of the rim joist to the top of the roof framing. Utilize: Johns
- p. Manville pro wrap (or equal)
- q. 130 Sheathing Type: 7/16" O.S.B. for the entire (full perimeter) 100%
- r. Use Moiststop PF to wrap corners of the unit under ALL trim

6. **Interior Walls and Corridors:**

- a. Designed and constructed as 1-hr rated Fire/Smoke walls per 2018 IBC code;
- b. Corridors: to be designed and constructed to be 2-hr egress corridors with rated walls, rated cap and rated doors per 2018 IBC code.
- c. Rated corridor cap to be constructed such that HVAC ductwork can pass over from one side to the other without passing through a fire rated assembly.
- d. Wall height: as required to provide an 8'-0" finished ceiling height in classrooms and corridors.
- e. All walls to have gypsum installed from within ½" of floor sheathing to bottom of roof sheathing for sound reduction.
- f. All Walls Separation Walls and Connection Walls are to be constructed of 2"x 6" studs 16" on center.
- g. Interior finish to be 5/8" Vinyl covered gypsum - color as selected by Owner.
- h. FRP panels over gypsum in restrooms, and janitors closet.
- i. Interior base trim to be manufacturers standard 4" Vinyl Cove Base

7. **Insulation:**

- a. R-20 Floor insulation
- b. R-19 Interior wall insulation
- c. R-19 Exterior wall insulation
- d. R-30 Roof insulation
- e. NOTE: INSULATION IS FORMALDEHYDE FREE

8. **Exterior Windows:**

- a. 46" x 60" non-operable (Insulated / Impact rated) Wintech: DP-50 / 26000R (1 per classroom)

- b. Moiststop PF to be installed around all windows.
- c. Window frames: white aluminum.
- d. Drip caps over windows and exterior doors.
- e. Must have the window labeling left on the windows until the buildings have been issued a Certificate of Occupancy
- f. Impact rated exterior doors and windows as required by the 2018 IBC.

9. Exterior Doors:

- a. 72" x 80" FRP doors with knockdown steel frames
- b. Provide 6"x30" view blocks in all exterior doors - Glass to be Impact and Fire Rated as required by code Moiststop
- c. Install an eyebrow canopy over the exterior doors.
- d. Must have the lite labeling left on the windows until the buildings have been issued a Certificate of Occupancy
- e. Impact rated exterior doors and windows as required by the 2018
- f. IBC.

10. Interior Wood Doors:

- a. 36"x 80" Solid Core Wood Doors. Color- Imperial Oak.
- b. 45-minute fire rated doors as required.
- c. 6"x 33" view glass. (Classrooms doors). Glass to be Tempered and Fire Rated as required by code. No Wire Glass to be used in lites
- d. Timely or Redi-Frames. Color- Bronze
- e. All interior doors must have smoke installed on frames
- f. Must have the lite labeling left on the windows until the buildings have been issued a Certificate of Occupancy

11. Roof:

- a. Live Load - 35 PSF
- b. Transverse truss to direct water to ends
- c. 12"peel & stick mate-line tape
- d. Roof Covering: 60 mil. White EPDM Cool Roof over Dens Deck and 7/16 OSB
- e. 20-year manufacture warranty
- f. 24" Micro-lam beams full length / 2 layers 1-3/4" x 23-7/8" 2.0- LVL Beam
- g. Side-Wall type Hurricane Straps

12. Floors:

- a. Texas Granite VCT in restrooms & hallways
- b. (17 oz.to 23 oz.) minimum face weight carpet tiles (by Shaw or Mohawk) in classrooms, & office.
- c. NO SUBSTITUTES

13. Ceiling:

- a. Suspended 2'x2' ACT Ceiling Seismic D

14. Marker Boards:

- a. One (1) each to be installed in each classroom; 4' x 16';
- b. To be installed per the attached details (Reference the Location and the Height)

15. Tack Boards:

- a. Two (2) each to be installed in each classroom; 4' x 4';
- b. To be installed per the attached details (Reference the Location and the Height)

16. Fire Extinguishers:

- a. Install one (1) 10 lb. multi-purpose ABC type portable fire-extinguisher and cabinet; one for each four classrooms; recessed mounted in corridor. For single classroom Units, install one (1) fire extinguisher and surface mounted cabinet;

17. IT Closet:

- a. All classrooms are to have a 36"x36x8"4" closet
- b. Install a 4" sleeve through the floor

- c. Install a 2" fire rated sleeve through the walls and into the corridors

## 18. Door Hardware:

### a. GENERAL

- i. All hardware used on labeled fire or smoke rated openings shall be listed for those types of openings and bear the identifying label or mark indicating UL (Underwriter's Laboratories) or Warnock Hersey (WHI) approved for fire. Non-labeled openings to be listed for panic application. All hardware applications used on labeled fire or smoke rated openings shall be in compliance with the Positive Pressure Fire Test: UL10C and with UBC7-2 1997.
- ii. Schlage ND-Series Hardware Lever handles with self-closing device (Intruder function) with cylinder on both sides.
- iii. Schlage ND Series Keyed interior doors locks (ND75JD COR-6xTLRx626) or approved equal.
- iv. Push Pull hardware sets on multi-station restroom
- v. Furnish finish hardware with all necessary screws, bolts and other fasteners of suitable size and type to anchor the hardware in position for a long life under hard use.
- vi. Furnish fastenings where necessary with expansion shields, toggle bolts and other anchors, and according to the material to which the hardware is to be applied and the recommendations of the hardware manufacturer. Generally, furnish fasteners for machine screw installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, except as specifically indicated. Closer and Exit Device Mounting: At FRP Doors, thru-bolt mount closer and exit device. At Wood Doors, thru-bolt mount closer and exit device. All thresholds shall be fastened with provided screws and anchors. Where specified in the hardware sets, security type fasteners of the type called for are to be supplied. Where brackets are specified in the hardware sets, furnish brackets only as manufactured by the product manufacturer specified.
- vii. Design of all fastenings shall harmonize with the hardware as to material and finish.

### b. LOCK CYLINDERS AND KEYING

- i. All locks and cylinders shall be furnished with temporary keyed construction cores for the Contractor's use during the construction period of the project. Construction control and operating keys and cores shall not be part of the Owner's permanent keying system, or furnished on the same keyway as the Owner's permanent keying system. Permanent cores and keys shall be keyed to the approved keying schedule. Specifier's Note: All cylinder housings shall be specified as Corbin-Russwin. Keyed Permanent Cores shall be Corbin-Russwin 6-pin. The permanent core brand shall be determined by the Horry County Schools Locksmith prior to preparing the specification sets. Cores shall be furnished as small or large format depending on the Owner's choice, or the pre-existing conditions of the project.
- ii. All cylinders shall be rim or mortise type with interchangeable cores. All cylinder components shall be constructed of extruded brass. All cylinders, cores, and housings shall match the lock finish.

### c. LOCKS, LATCHES AND BOLTS

- i. Mortise Lock and Latches shall be mortise type, ANSI A156.13, series 1000. Mortise Sets shall be Grade 1 operational and security, UL Listed for 3-hour fire door. Trim Design shall be tubular lever with return to within 1/2" of door face. Finish shall be 626 (US26D) unless otherwise noted. Furnish latch bolts with 3/4" minimum throw. Deadbolts shall have 1" throw. All strikes shall be curved lip, furnished with dust box as standard. Locksets furnished on additions to existing schools shall match the existing locks and trim, unless otherwise specified in the hardware sets.
- ii. The Owner approval required to match existing.

### d. CLOSERS

- i. One manufacturer for all closer units throughout the Project Work, including surface closers and electromagnetic hold-open closers; use of this product type must be approved by Horry County Schools in writing.
- ii. Size of Units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit, depending upon size of door, exposure to weather and anticipated frequency of use.
- iii. Door Closers shall be heavy-duty type, Grade 1.
- iv. Cylinder piston diameter shall be 1 1/2" diameter steel.
- v. Closer main arm shall be forged on all closers. Parallel arms shall be rigid forearms.

- vi. Shaft/Pinion shall be minimum 5/8" diameter.
- vii. All closers shall have "all-weather" hydraulics to operate in temperatures from – 30 degrees to 120 degrees F without valve adjustments and conforms to positive pressure fire test standards UL10C & UBC 7-2.
- viii. Where spring stop arm is specified, arm shall provide an additional five-degree cushion.
- ix. Pressure Relief Valves shall not be acceptable.
- x. Spring power shall be continuously adjustable over the full range of closer sizes, and allow for reduced opening force for the physically handicapped, where applicable. Closing speed shall meet 3 seconds minimum from open position of 70 degrees to a point 3 inches from the latch. Interior doors, other than fire-rated label doors, shall be furnished sized for 5 lb. maximum opening force. Fire-rated label doors shall be sized for self-closing and self-latching. Size 3 closer recommended for 3' wide interior fire doors per NFPA80. At exterior doors, closers shall be adjusted for ADA, but shall also be required to reliably allow the door to close and latch. The Contractor shall notify the Horry County Schools Construction Project Supervisor if both ADA compliance, and reliable closing and latching of exterior doors cannot be achieved from the manufacturer's available spring power adjustment.
- xi. Units shall be stamped with date-of-manufacture code.
- xii. Closers mounted on all doors shall be thru-bolt mounted.
- xiii. Provide plates, brackets, and special templating as specified and per the manufacturer's recommendation.
- xiv. Acceptable manufacturers: LCN 4040 XP series.
- xv. All exterior surface mount door closers shall be located on the interior side of the door, and shall include a heavy duty forged parallel arm, mounted for maximum possible swing. Parallel arm mounting is preferred.

**e. EXIT DEVICES**

- i. All devices shall be the products of one manufacturer to provide for proper installation and servicing.
- ii. Devices shall be furnished non-handed and capable of direct field conversion of all available trim functions. All devices shall carry a three-year warranty against manufacturing defects and workmanship.
- iii. Furnish all devices with stainless steel touch bars.
- iv. Furnish all exit devices with deadlocking latch bolts or guarded latch (GL) feature.
- v. Furnish all non-label devices with "less dogging" or as keyed cylinder dogging. The exit device dogging feature shall be determined by Horry County Schools on a project by project basis. Specifier's note: Verify the dogging application with the Horry County Schools Maintenance Department.
- vi. Furnish all exit devices with cast metal end caps.
- vii. Furnish roller strikes with all exit devices.
- viii. Mullions: furnish mullion stabilizers and mullion keyed locking feature with all removable mullions.
- ix. All Exit Devices and Mullions shall be from one manufacturer.
- x. Lever trim shall be solid cast material with a break-away feature to limit damage to the unit from vandalism.
- xi. Acceptable Manufacturers:
  - 1. Von Duprin 98F/99F series devices
  - 2. Precision 2100 series mullions shall be by the same manufacturer as the exit devices.
- xii. Exit Device Application and Functions:
  - 1. Exterior Pairs: Rim "DT" x Keyed Removable Mullion x Rim "NL"
  - 2. Exterior Single: Rim "NL"/Rim "EO"/Rim "DT"
  - 3. Interior Non-Label Locking Pair: Surface Vertical Rod x Less Bottom Rod
  - 4. Interior Non-Label Pair:
  - 5. Interior Single Label/Non-Label: Rim "L"/"NL"
  - 6. Interior Corridor Label Pairs Shall Be Hollow Metal. Devices shall be Surface Vertical Rod, Less Bottom Rod: "L"/"EO"

**f. DOOR TRIM UNITS**

- i. Fasteners: provide manufacturers' standard exposed fasteners for door trim units (kick plates, edge trim, viewers, knockers, mail drops and similar units), either machine screws or self-tapping screws. Thru-bolt mount all pulls, unless otherwise specified in hardware sets.
- ii. Fabricate edge trim of stainless steel, not more than 1/2" or less than 1/16" smaller in length than door dimension.

- iii. Fabricate protection plates (armor, kick or mop) not more than 2" less door width on stop side and not more than 1" less door width on pull side x the height indicated.
- iv. Metal Plates: Stainless Steel .050" (U.S. 18ga.), 304SS
- v. Approved Manufacturers: Ives/ Rockwood/Trimco/Burns

**g. MISCELLANEOUS**

- i. Generally, provide door stops or controls at each door leaf. Provide wall, floor, or stops and holders as specified. Approved Manufacturers: Ives/Trimco/Rockwood/Burns.
- ii. Provide overhead controls, stops or holders as specified. Overhead stop shall be made of stainless steel and shall be surface mounted at existing frames, and as specified for new construction. Approved Manufacturers: Glynn Johnson/ Rixson/ABH.
- iii. Provide Draft Stop weather stripping at each interior door.

**h. THRESHOLDS / WEATHERSTRIP**

- i. General: Except as otherwise indicated, provide continuous weather stripping at each edge of every exterior door leaf. Provide type, size and profiles shown or specified. Provide non-corrosive fasteners as recommended by manufacturer for application intended. Except as otherwise indicated provide ADA standard aluminum thresholds of type, size and profile specified.
- ii. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strip is easily replaceable and readily available from manufacturers stock.
- iii. Acceptable Manufactures: National Guard/Pemko/Zero /Reese/Wester Weather Seals.
- iv. Provide thresholds that are 1" wider than frame depth. Unless return closed ends are specified, furnish thresholds 2" longer than the opening width for notching around the frame. Hardware installer shall be responsible for notching thresholds to the frame by field measuring after the door opening assembly is installed.

**i. DOOR SILENCERS**

- i. At all hollow metal frames furnish gray resilient rubber silencers.
- ii. Quantity: three each at single door openings; two each at double door openings.

**19. Toilet Accessories (staff and student toilets):**

- a. 20"x18" standard mirror
- b. Bobrick # 6806 stainless steel bars with 251-4 WingIt grab bar fastener.
- c. Bobrick #262 Paper towel dispenser
- d. Toilet paper dispenser by Leasor.
- e. Bobrick 223 mop and broom holder (in janitor closet only)

**20. Toilet Partitions:**

- a. Columbia Phenolic, floor mounted overhead braced water closet modesty partitions
- b. Columbia Phenolic, floor mounted urinal modesty partition

**21. Plumbing Section:**

- a. Floor mounted lavatories: American Standard 3043.001 ADA
- b. Milano auto faucets model #500484
- c. Stainless Steel grab bars. Water closets, handicap accessible with ADA compliant grab bars.
- d. Sloan WES-100 waterless urinals
- e. Electric water cooler, Halsey-Taylor HVR8-Child ADA
- f. 40-gallon water heater
- g. 1 PVC utility sink with legs
- h. Supply lines are CPVC
- i. Drain/Waste lines are PVC
- j. The Contractor is responsible for connecting to the Water & Sewer lines within 250 feet of the building
- k. All Supply lines are to be supported and insulated in accordance with the 2018 IBC (or latest enacted).

**22. ELECTRICAL SECTION:**

- a. 150 AMP subpanels mounted on interior wall mount with 2-extra breaker spaces no "wafer breaker" allowed.
- b. Standard "T-Grid type" 240 fluorescent lights (T-5 Bulbs)



- c. Standard 60-watt porch light with photo-cell, with sufficient light to light up the emergency egress path, as required by the Code.
- d. Dual head emergency lights – battery.
- e. Combination dual head emergency light / exit signs
- f. 2" x 4" junction box with 3/4" conduit – minimum for data, fire alarm and security. -Boxes to be stubbed into the attic cavity for data, monitoring, alarms & security systems by others.
- g. Combination- 100 CFM exhaust fan with 60-watt light in staff RR
- h. 180 CFM exhaust fan in gang toilets and janitor closet. Control with switch.
- i. 110 Volt receptacles @ approximately 12' O.C. on perimeter walls
- j. Receptacles, switches and covers are to be white
- k. GFI receptacles as required.
- l. 1 GFI receptacle under each double building section for plumbing heat-tape. Install in weather proof enclosure.
- m. Exterior GFI outlets with weather-proof covers
- n. Raceway: M.C. cable wiring throughout
- o. Emergency Egress light is to be installed at each exist of the modular bldg. It is to connected to a photo-cell.
- p. Data Lines:
  - i. Install 2-2" conduits unground (min depth of 2') from the Modular Classrooms IT Closet to a location at the existing school (within 250'0")
  - ii. Install 40' of UV Sch 40 to be installed on the surface of the existing school
  - iii. Core Drill 2ea 2" holes through Brick and solid core masonry wall
  - iv. Install 2ea-2" LB Fittings and 2
- q. The Contractor is responsible for connecting to the existing power source within 250'0" of the modular classroom building.
- r. The Contractor is to include: two (2) each 4" sleeves through the floor for fire alarm and data. In addition, provide two (2) 2" sleeves from the data closet through interior wall into the rated corridor. In addition, provide two (2) 2" UV resist conduits from the data closet to the existing school (no more than 250 L.F.) buried a minimum of 24" below grade. Provide long sweeps and mount the buried conduits to the wall of the existing school. Provide LB transitions, core drill the existing exterior walls and connect the two (2) each 2" conduit to the 2" UV resistant conduits and stub into the existing school.

### 23. HVAC Section:

- a. 3.5-ton BARD wall mounted heat pumps with 10kw auxiliary strips
- b. Model # W42H1DA10RXXE; 3.5 Ton Heat Pump, Dehumidification, 10 Kw
- c. Heat, 230-1-60, ERV, Low Ambient Kit -HVAC: Located on the HITCH ENDS
- d. Fiberglass supply duct
- e. Return Duct with Grilles
- f. Shoemaker 14"x8" 3-way adjustable curved blade supply air registers
- g. Ducted return air with plenum walls
- h. 10" x 10" fire and smoke dampers (in corridor)
- i. CS-2000 energy management systems, humid-stat, (Complete Stat)

### 24. Fire and Security:

- a. The Owner shall be responsible for the installation of the fire and security system(s).
- b. Contractor **to be responsible** for Code Compliant locations of all factory installed conduit and device boxes

### 25. Substitutions:

- a. The standards contained in these specifications are minimums.
- b. Any substitution request must be submitted to the Owner with a comparison summary of the specified items and the item requesting to be substituted.
- c. Any substitutions at time of project completion must, without exception, be manufactured of the same basic materials, meet or exceed all specification requirements of structural, functional, dimensional and appearance without deviation.
- d. The Owner reserves the right to reject any and all substitutions request.
- e. All bids must include factory specifications with submittal.

### C. MILESTONES

#### Anticipated Milestones: (Scenario)

Design of First Project Submitted to HCS for Review	April 3, 2022
Design approved by HCS	April 18, 2022
Design Submitted to OSF for Review	April 18, 2022
Site Mobilization	June 5, 2022
OSF Inspection	July 27, 2022
Substantial Completion and Certificate of Occupancy from OSF	August 4, 2022
Teachers Return to School	August 7, 2022
Students Return to School	August 16, 2022

The Contractor and District agree to the Scope of Work and other terms identified herein as an integral part of the *Contract Agreement*.

#### TERMS AND CONDITIONS – A. GENERAL:

**OPEN TRADE (JUN 2015):** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

#### TERMS AND CONDITIONS – B. SPECIAL:

**CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

**CONTRACTOR PERSONNEL - OBLIGATION:** Contractors are responsible for the conduct of their employees, representatives and agents and for their subcontractors' and sub-subcontractors' employees, representative and agents. Suppliers are considered contractors, subcontractors or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. All such businesses/individuals shall comply with the following:

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
7. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "contractor, subcontractor or sub-subcontractor" definition above are advised of these requirements and comply with them. These are mandatory conditions for doing business (whether directly or indirectly) with Horry County Schools. The District, at its discretion, may perform random compliance

checks. Any Contractor, subcontractor, sub-subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

**CONTRACTOR'S OBLIGATION – GENERAL:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

**CONTRACTOR'S USE OF DISTRICT PROPERTY:** Upon termination of the contract for any reason, HCS shall have the right, upon demand, to obtain access to, and possession of, all HCS properties, including, but not limited to, current copies of all HCS application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by HCS without the HCS' written consent, except to the extent necessary to carry out the work. [07-7B067-1]

**ESTIMATED QUANTITY - UNKNOWN:** The total quantity of purchases of any individual item on the contract is not known. HCS does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

**PRICE ADJUSTMENTS:** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) By unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Specialist of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Specialist in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Specialist, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

**PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY:** Upon approval of the Procurement Specialist, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Specialist at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Specialist no later than fifteen (15) days after the Procurement Specialist sends contractor notice rejecting the requested price increase.

**PRICE ADJUSTMENTS – LIMITED BY PPI:** Upon request and adequate justification, the Procurement Specialist may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Producer Price Indexes (PPI) for the applicable commodity, as determined by the Procurement Specialist. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).

**TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one (1) year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

**TERM OF CONTRACT – OPTION TO RENEW:** (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the district elects not to renew the contract

at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

**TERM OF CONTRACT – TERMINATION BY CONTRACTOR:** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

**TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS:** Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

End of Exhibit A



<b>SCHEDULE OF VALUES (Exhibit C)</b>
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<b>PROJECT NUMBER:</b> 2122-52VS	<b>PROJECT NAME:</b> Modular Classrooms
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The *Schedule of Values* for the Contract Agreement allocating the entire contract sum to various portions of the work is indicated below. The Contractor shall use the schedule of values sheet (page two of the payment request form) to prepare the initial *Schedule of Values* for District approval. Once approved by the District, this schedule shall be used as a basis for reviewing Contractor pay requests and the work in progress. Each subcontract shall be listed on one or more lines of the schedule for the phases of work to be performed or materials required. The "general conditions" portion (fee, overhead, supervision, management, etc) of the schedule shall be listed separately and not distributed within other scheduled values. Allowances shall be listed as separate line items. Bonding premium shall be listed as a separate line item. Each approved Change Order shall be listed separately and itemized by the District. The Schedule of Values shall be in sufficient detail to be acceptable to the District.

End of Exhibit C



# PROJECT SCHEDULE (Exhibit D)



PROJECT NUMBER: 2122-52VS	PROJECT NAME: Modular Classrooms
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The following project schedule is incorporated into the *Contract Agreement*:

**PROJECT COMMENCEMENT DATE:**

The Contractor shall not prematurely commence activities prior to the a) commencement date established above, b) receipt by the District of a valid, original *Certificate Of Insurance* (Exhibit G) issued by the Contractor's insurance provider/agent, or c) securing SLED background checks on all Contractor and subcontractor worksite personnel, whichever is later. The established date for completion of the work shall not change should these conditions not be completed by the project commencement date.

**CONSECUTIVE NUMBER OF CALENDAR DAYS FOR SUBSTANTIAL COMPLETION OF THE WORK:** \_\_\_\_\_ days

**PROJECT SUBSTANTIAL COMPLETION DATE:**

The consecutive number of calendar days for completion of the work and the project completion date established cannot be changed except by an executed *Change Order*.

**FINAL COMPLETION PERIOD:**     10 days     15 days     20 days     30 days

The consecutive number of calendar days immediately following the date established for substantial completion, in which the Contractor shall complete any punch list items and submit all final documents required by the District and a final *Payment Request*.

**DESCRIPTION OF MILESTONES AND DELIVERABLES WITH DELIVERY DATE:**

<u>MILESTONES / DELIVERABLES</u>	<u>DELIVERY DATE</u>
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- Substantial Completion:
- Final Completion of all work and punch list:
- First day of Students:

The Contractor and District agree to the project schedule identified herein as an integral part of the *Contract Agreement*.

End of Exhibit D

# CHANGE ORDER PROCEDURES (Exhibit E)



PROJECT NUMBER: 2122-52VS PROJECT NAME: Modular Classrooms

Following are the requirements for *Change Order* procedures:

**Changes Required in the Work:** All difficulties inherent in construction work cannot be foreseen during design and solicitation of a project; therefore, the District reserves the right to make changes in the work without invalidating the *Contract Agreement*. The *Contract Agreement* shall not be substantially amended or varied nor shall a change in contract price or contract time be effected without execution of a *Change Order*. In the absence of total agreement between the Contractor and the District on the terms of any *Change Order*, the District has the right to issue a *Construction Change Directive (CCD)* as a directive which shall have the same force and effect as a *Change Order* on the Contractor's performance and in effecting the change to the *Contract Agreement*. Any changes authorized shall be performed under applicable provisions of the *Contract Agreement*, and the Contractor shall proceed promptly to execute the work as described. If the Contractor defaults or neglects to execute a change in the work, the District shall have all remedies stated in the contract documents and afforded by the District's Procurement Code and the law, including notification to the Surety.

**Change Order Cost Adjustments:** When the District determines a change to the work is necessary, a request for pricing will be submitted to the Contractor. The Contractor shall reply promptly with an itemized cost to complete such work using the *Contract Change Pricing* form herein. The District shall have the right to make any changes to the pricing deemed appropriate and in accordance with prevailing industry rates and other requirements of the contract documents. Any adjustment to the contract price shall approximate the actual, un-inflated costs to the Contractor or subcontractor with all costs justifiable with prevailing standards including reasonable overhead and profit and shall be based on:

- A. A total sum properly itemized and supported by sufficient substantiating data to permit evaluation, adjustment, and approval by the District.
- B. Unit or incremental pricing stated in the original quote as negotiated and agreed upon between the District and the Contractor.
- C. Any allowances for Contractor's purchase of materials, equipment or processes or for other specified work as established in the contract documents or otherwise required by the District through a properly executed *Change Order* for which the Contractor shall supply invoices of actual costs for reimbursement by the District.

If the Contractor does not respond promptly with an itemized estimate of the change in contract price or contract time when notified by the District of the change in work, the method and amount of the adjustment shall be determined by the District on the basis of reasonable costs or savings attributable to the change in work. If the Contractor does not agree with the change in contract price or contract time stated in the issued directive and cannot resolve the disagreement through the informal complaints process with the District's Construction Manager, the Contractor may pursue the steps for a contract controversy as outlined in the District's Procurement Code. Disagreement with any change in contract price or the initiation by the Contractor of the complaint or contract controversy claims process shall not give rise to a right on the part of the Contractor or any subcontractor to delay or postpone the work described in the *Change Order* (or directive).

**Change Order Allowable Pricing:** For any change in contract price, the Contractor shall provide, itemize, and justify with appropriate supporting data, direct costs attributable to the change. Direct costs attributable to the change in work shall be limited to the following:

- A. Costs of materials, equipment and processes to be incorporated into the work including costs of shipping, handling, fabricating, sales tax (8% required in Horry County and 9% within certain incorporated parts of the City of Myrtle Beach as of August 1, 2009), or other such costs inherent in the provision and delivery of such materials, equipment and processes by the supplier or manufacturer.
- B. Costs of direct labor based on actual hourly labor rates multiplied by the actual work hours required to accomplish the change in work when such change in work results in additional contract time or labor. No Contractor or subcontractor shall ask for direct labor costs, when work required can be accomplished with the existing work force, in conjunction with other concurrent work, and during the current approved contract time. The hourly labor rate for any additional contract time or laborers shall be actual hourly rates not to exceed thirty dollars (\$30) per hour unless documented proof of payment of a higher hourly rate for a specific skilled laborer is approved by the District prior to *Change Order* execution.
- C. Costs of fringe benefits for additional direct labor, including social security, unemployment or other taxes, health and workers' compensation insurances, or other benefits required by agreement, custom or applicable laws. Such fringe benefit rate shall not exceed twenty-eight percent (28%) and the District has the right to request itemized documentation proving the fringe benefit rate used.
- D. Costs of machinery or equipment rented or leased in the short term specifically for completion of the additional work to be performed. Such equipment rented/leased shall not customarily be owned by the Contractor or any subcontractor affected by the change but shall be necessary to the accomplishment of the work required. Copies of invoices for such rental shall be provided to document the cost of rental or lease of machinery or equipment. The District shall not pay for use of Contractor- or subcontractor-owned equipment or machinery, which costs are included in the overhead computation.
- E. Costs of permits or inspection fees directly attributable to the change in work and not included as part of the Contractor's requirements nor attributable to the Contractor's non-performance or non-conformance to the *Contract Agreement*.
- F. Other such direct costs directly attributable to the work and approved by the District.
- G. Any additional cost resulting from an amendment to performance and payment bonds but in no event more than one percent (1%) after application of overhead and profit provided for elsewhere. The Contractor shall be responsible for notifying the Surety of any changes in the contract price, if required by the Surety.

Costs itemized shall not exceed the unit costs as listed in the most current issue of Means Construction Cost Data or actual costs justified to the satisfaction of the District.

**Unallowable Costs:** Any costs which may be perceived by the Contractor to be indirectly attributable to a change in work shall not be included in direct costs but shall be considered part of the overhead and profit rate applied to direct costs. Such costs not to be included in direct costs shall be, by way of illustration and not limitation:

- A. Labor hours and fringe benefit costs of the worksite superintendent(s) when such costs were included, or should have been included, in the original bid submitted or result from the Contractor's inability to meet the approved schedule or required completion date. The Contractor must prove, to the satisfaction of the District, such additional costs are directly attributable to any extension of time beyond the last approved completion date. An increase in contract price for additional site supervision shall be at the District's sole discretion.
- B. Perceived additional costs attributable to the Project Manager or supervision and coordination of subcontractors, suppliers or Contractor employees.
- C. Costs related to use, rental, purchase or replacement of equipment generally or customarily necessary to accomplish the work but not to be incorporated into the work such as, by way of illustration and not limitation, hand tools, generators, cleaning equipment, scaffolding, signage, fencing, vehicles, fuel, and so forth.
- D. Transportation or travel costs related to the transporting of hired or contracted supervisors, workers or subcontractors to and from the worksite or between worksites or to pick-up and deliver materials, equipment and processes to the worksite by the Contractor's or subcontractor's own forces including parking, tolls, fines, meals, per diem, hotel, living expenses, or other such costs.
- E. Costs attributable to expediting delivery of materials, equipment or processes including telephone calls, facsimile transmissions, copying, employee labor and benefits, and so forth.
- F. Costs attributable to maintaining a local office, home office or corporate office as well as office staffing, equipment and consumables, and so forth.
- G. Costs for maintaining on-site facilities, including work trailers, telephones, computers, licenses, temporary utilities, and so forth.
- H. Contracted services such as accountants, payroll service providers, attorneys, catering and so forth.
- I. Catering or vending services, portable toilets, dumpsters, and so forth.
- J. Other such indirect costs of doing business or costs normally considered inclusive in overhead.

**Allowable Overhead and Profit Charges:** Additional overhead and profit attributable to the change in contract pricing shall not exceed the following:

- A. For work performed by the Contractor's own forces, a maximum of ten percent (10%) of the allowable direct costs or the unit pricing negotiated at the time of award.
- B. For work performed by a subcontractor's own forces, a maximum of ten percent (10%) of the allowable direct costs.
- C. For work performed by a subcontractor, overhead and profit of a maximum of five percent (5%) is allowable by the Contractor for administration of the sub-contract.

End of Exhibit E (Except for Forms Provided)



Classification of Laborer	No. Hours	Rate of Pay	Extended Cost
<b>SUBTOTAL LABOR COSTS:</b>			
Labor Burden (FICA, insurances, Workers Comp., etc.) (Maximum 28%):			
<b>(D.) TOTAL ALL LABOR COSTS:</b>			

(A. + B. + C. + D. = E.) **TOTAL ALL DIRECT COSTS** (Sub-contractor or Contractor):                     

<b>(FOR SUBCONTRACTORS ONLY)</b>	
(F.) SUBCONTRACTOR OVERHEAD & PROFIT ON TOTAL DIRECT COSTS (Maximum 10%):	<span style="border: 1px solid black; padding: 2px;">                    </span>
(E. + F. = G.) TOTAL SUBCONTRACTOR DIRECT COSTS, OVERHEAD & PROFIT:	<span style="border: 1px solid black; padding: 2px;">                    </span>
(H.) APPLICATION OF SUBCONTRACTOR BOND PREMIUM (If bond required by Contractor.) (Maximum 1%):	<span style="border: 1px solid black; padding: 2px;">                    </span>
(G. + H. = I.) GRAND TOTAL SUBCONTRACTOR COSTS:	<span style="border: 3px double black; padding: 5px;">                    </span>

<b>(FOR GENERAL CONTRACTOR ONLY)</b>	
List all Subcontractors performing a portion of the change for which itemized costs are provided:	Cost (Total I. for Each)
1.	<span style="border: 1px solid black; padding: 2px;">                    </span>
2.	<span style="border: 1px solid black; padding: 2px;">                    </span>
3.	<span style="border: 1px solid black; padding: 2px;">                    </span>
(J.) TOTAL PROJECT COSTS FOR ALL SUBCONTRACTORS:	<span style="border: 1px solid black; padding: 2px;">                    </span>
(K.) OVERHEAD & PROFIT ON SUBCONTRACTED WORK (Maximum 5% of J.):	<span style="border: 1px solid black; padding: 2px;">                    </span>
(L.) OVERHEAD & PROFIT ON DIRECT COSTS OF CONTRACTOR PERFORMED WORK (Maximum 10% of E.):	<span style="border: 1px solid black; padding: 2px;">                    </span>
(E. for Contractor work only +J. + K. + L. = M.) TOTAL CONTRACTOR DIRECT COSTS, OVERHEAD & PROFIT:	<span style="border: 1px solid black; padding: 2px;">                    </span>
(N.) APPLICATION OF CONTRACTOR BOND PREMIUM (Maximum 1% of M.):	<span style="border: 1px solid black; padding: 2px;">                    </span>
(M.+N.) GRAND TOTAL ALL PROJECT COSTS:	<span style="border: 3px double black; padding: 5px;">                    </span>

# CHANGE ORDER



PROJECT NUMBER (if any): 2122-52VS	EFFECTIVE DATE:
PROJECT NAME : Modular Classrooms	
CONTRACTOR NAME:	CHANGE ORDER NO:

<b><u>DETAILED DESCRIPTION OF CHANGE TO THE PROJECT OR TO THE TERMS, CONDITIONS, SPECIFICATIONS OR DRAWINGS:</u></b>	
<p><b><u>CHANGE IN CONTRACT PRICE:</u></b></p> <p>Total original contract price: <span style="float: right;">\$ _____</span></p> <p>Cumulative change in contract price, excluding this change order: [increase / (decrease)] <span style="float: right;">\$ _____</span></p> <p>Revised total contract price, prior to this change order: <span style="float: right;">\$ _____</span></p> <p>Total change in contract price for this change order: [increase / (decrease)] <span style="float: right;">\$ _____</span></p> <p><b>Total revised contract price including this change order:</b> <span style="float: right; border: 2px solid black; padding: 2px;">\$ _____</span></p> <p>Total current number of days for substantial completion: _____</p> <p>Total change in number of days for substantial completion for this change order: [increase / (decrease)] _____</p> <p><b>Total revised number of days for substantial completion including this change order:</b> _____</p>	

The above changes as defined and agreed to by the Contractor and the District shall become, upon execution, an integral part of the *Contract Agreement* for the project identified herein and the Contractor shall proceed promptly with the change in work/services identified herein. In the absence of total agreement, this Change Order shall constitute a directive, upon signature and transmission to the Contractor, and the Contractor shall proceed promptly with the change in work/services.

# PAYMENT PROCEDURES (Exhibit F)



PROJECT NUMBER: 2122-52VS	PROJECT NAME: Modular Classrooms
---------------------------	----------------------------------

### Payment Requests:

An itemized payment request shall be submitted to the District by the 25<sup>th</sup> day of each month that payment is being requested and at completion of the project, using the form provided by the District. The payment request shall not include a) any work anticipated to be completed but not completed by the end of each month being requested; b) any materials not incorporated into the work to be performed except those properly stored as stated in the *Contract Agreement*; c) any damaged, used, inferior or substituted materials not meeting the requirements and standards of the contract; nor d) any amounts the Contractor does not intend to pay to any subcontractor or supplier, where performance or material quality is in question or any other dispute is pending.

If, upon review of the payment request and based upon the best determination of the District, the amount requested does not accurately represent, in the District's opinion, the progress of the completed work to be performed in the Scope of Work (Exhibit A), the District shall have the right to adjust the payment request to more accurately reflect the percentage of completed work/services. The District shall approve and authorize payment to the Contractor no more often than once monthly. For projects less than forty-five (45) days in duration, payment shall be made once upon completion of the work and clean-up of the worksite.

Payment by the District of undisputed amounts shall be made by the 15<sup>th</sup> day of the following month if request is received by Contractor by the 25<sup>th</sup> of the month. If payment request is not received by the 25<sup>th</sup>, the payment will be made within thirty (30) days from the date the District receives the payment request.

### Payment Withholding:

The District may decide not to approve or process the Contractor's payment request or, because of subsequently discovered evidence or observations, may nullify the payment request, in whole or in part, to such extent as may be necessary to protect the District from loss. The District shall notify the Contractor the reason for non-payment. The payment request in dispute or amount withheld shall remain unpaid, without interest accrual, until such time as the Contractor and the District resolve the dispute or the conditions resulting in non-payment.

### Payment at Project Completion:

When the Contractor considers all work in the Scope of Work (Exhibit A) completed, the Contractor shall submit a final payment request along with all final documents required by the District. The District shall inspect the work and, if the District agrees that all work is complete and appears to be in conformance with the contract documents, the District shall process the final payment, less any amounts the Contractor may owe to the District, the Engineer or regulatory authority.

### Payment at Termination:

When termination is predicated upon cause, the Contractor shall not be entitled to further payment until all other obligations related to completion of the work by the District are fulfilled and it is determined by the District a balance of the contract price is remaining and the Contractor is entitled to such payment for performance of work in accordance with the contract documents prior to termination. If costs to finish the work exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid the District, shall survive termination of the *Contract Agreement* as addressed below.

### Recovery of Sums Owed:

Whenever any sum of money is recoverable from or payable by the Contractor to the District, the Engineer or any regulatory authority, the amount may be deducted from any payment to the Contractor under this contract or any other contract between the Contractor and the District at the time. Should the amount owed/recoverable be greater than the amounts yet payable to the Contractor, the Contractor shall reimburse the District for all remaining amounts. **The District shall have the right to declare any business entity operated by the Contractor as non-responsible from any future contract awards until all amounts due to the District are paid in full.**

The Contractor and District agree to the payment request procedures identified herein as an integral part of the *Contract Agreement*.

End of Exhibit F (Except for Form Provided)



**APPLICATION FOR PAYMENT**

**TO:** HORRY COUNTY SCHOOLS  
1160 E HWY 501  
CONWAY, SC 29526

**PROJECT:** Modular Classrooms

**APPLICATION DATE:** \_\_\_\_\_

**PERIOD TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT NO:** 2122-52VS

**APPLICATION FOR PAYMENT-SUMMARY**

Application is made for payment, as shown below, in connection with the contract.

1. ORIGINAL CONTRACT AMOUNT: .....	
2. NET CHANGES TO CONTRACT: .....	
3. TOTAL CONTRACT AMOUNT (Line 1 +2): .....	\$ -
4. TOTAL COMPLETED AND STORED TO DATE: .....	
(Column G on Schedule)	
5. RETAINAGE:	
a. _____ % of Completed Work	
(Columns D + E on Schedule)	
b. _____ % of Stored Material	
(Column F on Schedule)	
Total Retainage: (Line I on Schedule)	\$ -
6. TOTAL COMPLETED AND LESS RETAINAGE: .....	\$ -
(Line 4 less Line 5 total)	
7. LESS PREVIOUS APPLICATIONS: .....	
8. CURRENT PAYMENT DUE: .....	\$ -
9. BALANCE TO FINISH INCLUDING RETAINAGE: .....	\$ -
(Line 3 less Line 6)	

EXTRA WORK SUMMARY	ADDITIONS	DEDUCTIONS
Changes From Previous Applications:		
Changes From This Application:		
Total:	0	0
Net Changes:		

I, the undersigned, certify that to the best of my knowledge, information and belief ALL WORK covered by this request for payment has been completed in accordance with any applicable contract documents or District standards and that the payment requested herein is now due and payable. I further certify that I am authorized by the Company stated below to make sure certifications and request the payment herein on behalf of said Company in lieu of the authorized person so indicated.

**ARCHITECT/GC:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

The above personally appeared before me, the undersigned notary public and provided satisfactory evidence of identification.

Notary Public: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

ACCEPTED/APPROVED BY: HORRY COUNTY SCHOOLS

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

This approved application is not negotiable. The amount approved for payment is payable only to the Architect/GC named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or the Architect/GC under any applicable contract agreement.

# CONTINUATION SHEET

## SCHEDULE OF VALUES

INVOICE NO: 1  
 PERIOD NO: \_\_\_\_\_  
 (Thru end of the month)  
 PROJECT NO: 2122-52VS

A ITEM NO:	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1						\$ -		\$ -	
2						\$ -		\$ -	
3						\$ -		\$ -	
4						\$ -		\$ -	
5						\$ -		\$ -	
6						\$ -		\$ -	
7						\$ -		\$ -	
8						\$ -		\$ -	
9						\$ -		\$ -	
10						\$ -		\$ -	
11						\$ -		\$ -	
12						\$ -		\$ -	
13						\$ -		\$ -	
14						\$ -		\$ -	
15						\$ -		\$ -	
16						\$ -		\$ -	
17						\$ -		\$ -	
18						\$ -		\$ -	
<b>TOTALS</b>		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -

A-Line Item number

B-Brief Item Description

C-Total Value of Item

D-Total of D and E from Previous Application(s) (if any)

E-Total Work Completed for this Application

F-Materials Purchased and Stored for Project

G-Total of All Work Completed and Materials Stored for Project

H-Remaining Balance of Amount to Finish

I-Amount Withheld from G

# CERTIFICATE OF INSURANCE (Exhibit G)



<b>PRODUCING AGENT:</b> (Name and Business Address)  Contact Person:                      Phone: Best Policy Holder Rating: <input type="checkbox"/> A+ <input type="checkbox"/> A <input type="checkbox"/> A- <input type="checkbox"/> B+ <input type="checkbox"/> B Financial Strength Rating: <input type="checkbox"/> Class III <input type="checkbox"/> Class IV <input type="checkbox"/> Class V	<b>CONTRACTOR (INSURED):</b> (Name and Business Address)  Contact Person: Phone:
<b>ADDITIONAL INSURED (CERTIFICATE HOLDER):</b> Horry County Schools 335 Four Mile Road, P.O. Box 260005 Conway, SC 29528-6005 Contact Person: Phone: 843-488-6938	<b>PROJECT / BID NUMBER:</b> 2122-52VS  <b>PROJECT NAME:</b> Modular Classrooms

Type of Insurance	Policy No.	Policy Inception & Expiration Dates (MM/DD/YY)	Deductible Amt.	Insurance Company Providing Coverage
<b>Commercial General Liab.</b>				
Limits:	Single Limit (per occurrence)	\$ _____	Products & Completed Operations	\$ _____
	General Aggregate	\$ _____	Personal & Advertising Injury	\$ _____
	Premises Operations	\$ _____	Contractual	\$ _____
	Independent Contractor's Protection	\$ _____	Owned /Non-owned Vehicles	\$ _____
	Broad Form Property Damage	\$ _____	Medical Expense	\$ _____
<b>Commercial Auto Liability</b>				
Limits:	Bodily Injury (per occurrence)	\$ _____	Property Damage (per occurrence)	\$ _____
<b>Worker's Compensation &amp; Employer's Liability</b>				
Limits:	Worker's Compensation	Statutory Limit	Disease (each employee)	\$ _____
	Each Accident	\$ _____	Disease (aggregate)	\$ _____
<b>Other:</b> (specify)				
Limits:		\$ _____		\$ _____
(specify)		\$ _____		\$ _____

Such insurance as is herein certified (a) applies to all insurance issues in connection with the work/services required by Horry County Schools forming the *Contract Agreement*, (b) is written in accordance with the company's regular policies and endorsements, subject to the company's applicable manuals or rules and rates in effect, (c) has been issued on behalf of the insured Contractor named above, and (d) shall apply in total to the above named project. The District and its contracted Engineer (if any) shall be included as additional insured as its interests may appear. Each policy shall be endorsed to provide that the policy shall not be cancelled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after the District has received written notice thereof as evidenced by proof of mailing notice to: Procurement Coordinator, Horry County Schools, P.O. Box 260005, Conway, SC 29528-6005.

By signature below, I, the agent, certify that I have been fully informed of the insurance requirements of the Contractor's contract with the District and such insurance as named herein is in force as of the date of this certificate.

**Name & Title of Authorized Representative:**

**Signature of Authorized Representative:** \_\_\_\_\_

**Date Certificate Prepared & Signed:**

# OFFICIAL BID FORM



BID NUMBER: 2122-52VS

PROJECT NAME: Modular Classrooms

FULL COMPLETION OF THIS FORM IS **MANDATORY FOR A BID TO BE CONSIDERED**. (This *Official Bid Form* and all requested documentation shall be submitted through the website at the following URL <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e> , mailed, expressed or hand delivered to the location(s) specified in the *Invitation for Bids* **no later than** the bid opening date and time, as may be amended by addendum.)

**BASIC SUBMITTER INFORMATION:**

Name of Submitting Company: \_\_\_\_\_

Mailing Address of Company: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Qualifier's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contractor's Group Number: \_\_\_\_\_ Dollar Limitation of License: \$ \_\_\_\_\_

Email Address: \_\_\_\_\_

Company's Minority Status:  Minority Owned Business  Woman Owned Business  Not Applicable  
*(Must be certified by the State of South Carolina and will be used for statistical purposes only. Check if State certified: )*

**ADDENDA ACKNOWLEDGEMENT:** *(Acknowledgement of all addenda issued is required.)*

<u>ADDENDA NO.</u>	<u>ADDENDA DATE</u>	<u>BIDDER'S INITIALS</u>	<u>ADDENDA NO.</u>	<u>ADDENDA DATE</u>	<u>BIDDER'S INITIALS</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**BID PRICING:** Having carefully examined the Contract Documents with all corresponding terms, conditions, requirements, specifications, drawings, forms or other such descriptions of the work to be performed as well as the worksite and conditions affecting the work, the undersigned proposes to furnish all materials, labor, equipment and processes necessary for the **base bid** and **bid alternates** listed below. *(Failure of the Bidder to bid any alternate listed shall render the bid non-responsive. Check box to indicate addition, reduction, or no change from base bid.)* **Round all bids to the nearest dollar.**

***BASE BID includes pricing used for evaluation purposes only. The subsequent project scenario will be used to determine the lowest Bidder:***

- UNIT PRICES – All Units MUST meet minimum Seismic D category and coastal wind zone ratings. Including all engineering, fabrication, delivery, set-up.
- Installation of: all foundations, two (2) set of ADA Compliant ramps at each egress point, with turn back landing(s) (assume a Finish Floor Elevation of 36" above the finish grade of the site), 250 L.F. of 6' Wide x 10' Tall Pre-Finished canopies connecting to the existing school, 250 L.F. electrical service line (buried 24" deep), 250 L.F. of 1" water service line (buried 24" deep), and 250 L.F. of 4" sewer service (buried 24" deep)
- Installation of 2, 2" data conduits each from the data closet within the main school building, to location identified 250 L.F. from the school.
- Site allowance \$25,000 per each classroom and an additional \$25,000 if a restroom is required within the modular unit. Site allowance includes Landscaping.
- Exclude Environmental One Grinder Pump

**OMIT TAXES FROM PRICE -Do not include any sales or use taxes in Your price that the District may be required to pay.**

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0001	1	each	\$	\$

**Item Description:** Purchase Modular Classroom

**Tendering Text:** One (1) Modular Unit. Student Classroom modular unit as per specifications herein

Unit is 56' x 65', which contains four (4) classrooms approximately 27'-6" x 26-2" + site allowance of \$100,000

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0002	1	each	\$	\$

**Item Description:** Purchase Modular Classroom, 8 classrooms + bathrooms

**Tendering Text:** One (1) Modular Unit. Student Classroom modular unit as per specifications herein

Unit is 126' x 65', which contains eight (8) classrooms approximately 27'-6" x 26-2" + restroom unit + site allowance of \$225,000

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0003	2	each	\$	\$

**Item Description:** Purchase Modular Classroom, 8 classrooms

**Tendering Text:** Two (2) Modular Unit. Student Classroom modular unit as per specifications herein.

Unit is 112' x 65', which contains eight (8) classrooms approximately 27'-6" x 26-2" + site allowance of \$200,000

TOTAL LOT 1 – PURCHASE OPTION

(Line item 1-3 extended price) \$ \_\_\_\_\_

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0004	12	months	\$	\$

**Item Description:** Lease Modular Classroom, 8 classrooms + bathrooms

**Tendering Text:** Monthly Lease of One (1) Modular Unit. Student Classroom modular unit as per specifications herein

Unit is 126' x 65', which contains eight (8) classrooms approximately 27'-6" x 26-2" + restroom unit + site allowance of \$225,000

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0005	1	each	\$	\$

**Item Description:** Dismantle and removal as per specifications herein.

Unit is 126' x 65', which contains eight (8) classrooms approximately 27'-6" x 26-2" + restroom unit + site allowance of \$200,000

**Tendering Text:** One (1) Modular Unit. Student Classroom modular unit as per specifications herein

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0006	12	months	\$	\$

**Item Description:** Lease Modular Classroom, 8 classrooms

**Tendering Text:** Monthly Lease of **Two (2)** Modular Unit. Student Classroom modular unit as per specifications herein.

Unit is 112' x 65', which contains eight (8) classrooms approximately 27'-6" x 26-2" + site allowance of \$200,000

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
0007	1	each	\$	\$

**Item Description:** Dismantle and removal as per specifications herein.

Unit is 112' x 65', which contains eight (8) classrooms approximately 27'-6" x 26-2" + site allowance of \$200,000

**Tendering Text:** **One (1)** Modular Unit. Student Classroom modular unit as per specifications herein

TOTAL LOT 2 -LEASE OPTION

(Line item 4-7 extended price) \$ \_\_\_\_\_

(CAUTION: Bidders are required to include ALL costs in the above Base Bid and each Bid Alternate, if any. If the bid is accepted, the District will not contract for more than the amounts shown. The District reserves the right to accept bid alternates in any order or combination that serves its best interests and is within budget. If any numbers are illegible, the District's interpretation of the number is final.)

Provide Unit Pricing per following schedule.

UNIT PRICES –

QTY / Unit of Measure	<p>The buildings listed are a representation of the classrooms used by HCS. You are required to bid the following items as detailed in the specifications provided in this IFB. Sizes listed below are 'approximate' sizes. This pricing will also be considered as 'contract items' to the Awardee.</p> <ul style="list-style-type: none"> <li>• ANTICIPATED DELIVERY IS JULY 30<sup>TH</sup> FOR THE NEEDED UNITS IN ANY GIVEN YEAR.</li> <li>• All unit prices must represent the items to be Installed in accordance with the scope-of-work included in this bid package</li> </ul>		UNIT PRICES
1 each	Single (1) Classroom, 28 x 28 Purchase Option	\$	
1 each	Double (2) Classroom, 28 x 65 Purchase Option	\$	
1 each	Four (4) Classrooms, 56 x 65 Purchase Option	\$	
1 each	Six (6) Classrooms, 84x 65 Purchase Option	\$	
1 each	Restroom Unit, 14 x 45 Purchase Option	\$	
1 each	Restroom Unit, 14 x 65 Purchase Option	\$	
60 months	Single (1) Classroom, 28 x 28 , Leasee Option	\$	
60 months	Double (2) Classroom, 28 x 65 Purchase Option	\$	
60 months	Four (4) Classrooms, 56 x 65 Purchase Option	\$	
60 months	Six (6) Classrooms, 84 x 65 Purchase Option	\$	
60 months	Restroom Unit, 14 x 45 Purchase Option	\$	
60 months	Restroom Unit, 14 x 65 Purchase Option	\$	
1 each	Aluminum Steps, ADA, (48" wide.) assume 36" FFE above final grade	\$	
1 each	Aluminum Ramp with landing, assume 36" FFE above final grade	\$	
1 each	Aluminum Deck, assume 36" FFE above final grade	\$	
1 foot	6'0" wide x 10'0" tall Pre-finished Aluminum Canopy	\$	
1 foot	6'0" wide x 10'0" tall Pre-finished Aluminum Canopy	\$	
1 foot	2" PVC Conduit buried 2 ft deep	\$	
1 foot	2" UV Resistant Conduit with Fittings	\$	
1 foot	1" EMT conduit with fittings	\$	
1 foot	1 ½" EMT Conduit with fittings	\$	
1 foot	2" EMT Conduit with fittings	\$	
1 foot	Plumbing Supply Line – 1 ¼"	\$	
1 foot	Plumbing Waste Line – 4"	\$	
1 sf	4000 psi 4" concrete sidewalks	\$	
1 sf	Centipede Sod – Non Mesh Backed, includes fine grading and hand watering	\$	
1 sf	Bermuda Sod – Non Mesh Backed, until root system is established	\$	
1 each	Delivery of 14' Wide	\$	
1 each	Installation of 14' Wide to include setup and skirting	\$	
1 each	Plumbing and Electrical and Low Voltage Conduit to 250' and Utilities Connections per unit	\$	
1 pier	Surface Bonding Piers	\$	
1 each	Dismantling Building, 1 unit with 4 56 x 65 Classrooms within the District	\$	
1 each	Relocate Building, 1 unit with 4 56 x 65 Classrooms within the District	\$	
1 LF	Install Skirting – Hardi	\$	
Hour	*Carpenter	\$	
Hour	*Electrician	\$	



Per Site	Remove Ramp from Site	\$	
Per Site	Install Existing Ramp at New Site	\$	
Per Drawing	Revised Foundation Drawings	\$	
1 each	Additional Upcharge for Engineered Foundation	\$	

(CAUTION: Bidders are required to include ALL costs in the above Base Bid and Unit Pricing. If the bid is accepted, the District will not contract for more than the amounts shown. If any numbers are illegible, the District's interpretation of the number is final.)

**SUBCONTRACTOR DISCLOSURE:** As stipulated in the *Bid Instructions*, subcontractors who shall perform the trades listed below must be identified. When the Bidder intends to perform any trade listed with the Bidder's own forces, the Bidder shall be named in the place of any subcontractor required to be listed. **Listing any subcontractor that does not meet the qualifications stated in the *Bid Instructions* or does not meet the licensing requirements of the State of South Carolina shall render the bid non-responsive.**

TRADE

SUBCONTRACTING COMPANY NAME

LICENSE NUMBER


**CONFLICTS OF INTEREST IDENTIFICATION:** Identify any employee, agent or representative of the Architect/Engineer or District (including members of the Horry County Board of Education) with more than a five percent (5%) interest in the Contractor's business.  Not applicable

Names: \_\_\_\_\_

Identify any employee, agent or representative of the Architect/Engineer or District (including members of the Horry County Board of Education) that will be subcontracting any work for the project.  Not applicable

Names: \_\_\_\_\_

**ACKNOWLEDGEMENT:**

1. Have you clearly listed any deviations from the requested specifications and fully explained such deviations?  Yes  No  N/A – No Deviations

**BID CERTIFICATION:** I, the undersigned, certify that I am an authorized signatory for the bidding company identified in this bid form with authority to submit bids and obligate the company to a contract for the work identified in the Contract Documents provided by Horry County Schools. I have read and fully understand the Contract Documents such that I have full knowledge of all of the work to be performed and the terms, conditions, and requirements the company I represent must comply with if a contract is awarded. I further understand that the bidding company I represent must comply with all applicable local, state and federal laws related to the work to be performed and to the payment of subcontractors. I certify that the information included on this form or as attached supplementary information is true and accurate to the best of my knowledge, understanding, and belief. I understand that misrepresentation of any information on this form shall result in the bid being considered non-responsive.

<b>BIDDER:</b>	<b>NOTARY:</b>	<b>CORPORATE SEAL:</b>
Name & Title of Authorized Signatory:	State of: _____ County of: _____ Subscribed and sworn to before me on this date:	
Signature: _____	Signature: _____	
	My Commission Expires: _____	

**REMINDER:** The following documents must be submitted with this *Official Bid Form*:

1. A fully executed *Bid Bond*, including power of attorney, or other approved security.
2. Other documents as checked and identified below:
  - 
  -

# BID BOND



<b>PRINCIPAL (BIDDER):</b> <i>(Name and Business Address)</i>  Contact Name: _____ Phone: _____	<b>TYPE OF ORGANIZATION:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation  Principal organized under the laws of the State of: _____
<b>OWNER (THE DISTRICT):</b> <i>(Name and Business Address)</i>  Horry County Schools 335 Four Mile Road, P.O. Box 260005 Conway, South Carolina 29528-6005 Contact Name: Valiant Sommers CPPB,NIGP-CPP Phone: 843-488-6938	<b>BID IDENTIFICATION:</b>  Project / Bid Number: 2122-52VS Project Name: Modular Classrooms
<b>SURETY:</b> <i>(Name and Business Address)</i>  Contact Name: _____ Phone: _____	Surety's Best Key Rating: _____  Surety's Financial Strength Rating: _____  Surety organized under the laws of the State of: _____

**PENAL SUM OF BOND IS FIVE PERCENT (5%) OF TOTAL BASE BID PLUS ALL ALTERNATES NOT TO EXCEED:      \$**

**OBLIGATION:**

We, the Principal and Surety are firmly bound to Horry County Schools (hereinafter called the District) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

**CONDITIONS:**

The Principal has submitted the bid referenced and identified above.

**THEREFORE:**

The above obligation is void if the Principal, upon acceptance by the District of the bid identified above within forty-five (45) days from the bid opening date and time as amended by any addendum to the bid, is found by the District to be a responsive and responsible Bidder, and who a) executes the *Contract Agreement*, b) provides to the District a fully executed *Performance Bond* and *Payment Bond*, c) has its insurance provider submit a bona-fide *Certificate of Insurance* and, d) provides all other documents required by the terms of the bid and by the date stated in the *Notice of Intent to Award* or, in the event of failure to execute one or more of the contractual documents or in the event of refusal of the Principal to comply with other such requirements of the *Bid Instructions*, pays the District for any cost of procuring the work which exceeds the amount of the Principal's bid not to exceed the penal sum so stated.

Such Surety executing this instrument agrees that its obligation is not impaired by any extension of the time for acceptance of the bid that the Principal may grant to the District. Notice to the Surety of any extension of time is waived; however, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the forty-five (45) calendar days originally allowed for acceptance of the bid.

**WITNESS:**

The Principal and Surety executed this bid bond and affixed their seals on this date of:

**PRINCIPAL'S SIGNATORY**

NAME & TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Corporate Seal

**SURETY SIGNATORY**

NAME & TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Corporate Seal

**A fully executed Power of Attorney must accompany this bond when submitted with the *Official Bid Form*.**



## LEASE AGREEMENT FOR MODULAR CLASSROOMS

This Agreement, made this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, between \_\_\_\_ whose address is \_\_\_\_ (Lessor) and Horry County Schools (Lessee).

If this Agreement is entered into as a result of a solicitation, in the event of an inconsistency between provisions of this Agreement and other terms of the solicitation, the inconsistency shall be resolved by giving precedence to the terms and conditions of the solicitation. This Agreement is entered into in connection with solicitation or contract number 2122-52VS.

Lessor hereby leases to Lessee the MODULAR CLASSROOM described on the attached Exhibit A, upon the following terms:

1. **TERM OF LEASE**

The term of this Agreement shall commence on the date of acceptance by Lessee and shall continue for a period of \_\_\_\_ YEARS  MONTHS  unless sooner terminated by either party as provided herein. The initial term and renewal term cannot exceed a total of five (5) years.

2. **RENTAL**

Lessee agrees to pay rental of: (1) \_\_\_\_ Dollars per Month  Year  during the term of this Agreement, or (2) the amounts and upon the conditions stated in the Schedule of Payments attached as Exhibit B. The first rental payment shall be due and payable on the day after the date of acceptance by Lessee. Subsequent payments shall be due on the \_\_\_\_ day of each \_\_\_\_ thereafter.

3. **DELIVERY**

Delivery shall be not later than \_\_\_\_ from date hereof, time being of the essence. Delivery costs shall be borne by \_\_\_\_, and such costs shall not exceed \$ \_\_\_\_.

4. **INSTALLATION**

Lessor shall install the MODULAR CLASSROOM UNIT(S) at a suitable location designated by Lessee. Installation costs shall be borne by \_\_\_\_, and such costs shall not exceed \$ \_\_\_\_.

5. **ACCEPTANCE**

Upon delivery and installation of the MODULAR CLASSROOM at \_\_\_\_, Lessee shall test and inspect it, and if in good working order, accept the UNIT and acknowledge the acceptance in writing. The date of acceptance shall be the date upon which Lessee acknowledges in writing that the UNIT is installed and operating properly.

6. **MAINTENANCE**

Lessee shall use the property in a careful and proper manner in compliance with its intended use. Lessor shall at its expense maintain each UNIT in good mechanical condition and working order. Lessee shall not be responsible for normal wear and tear resulting from the use thereof.

OR



Maintenance shall be as stated on the attached Exhibit C.

**7. INSPECTION**

Lessor shall have the right, upon reasonable prior notice to Lessee and during Lessee's normal working hours, to inspect the equipment and observe its use at the premises of Lessee.

**8. TITLE**

The equipment shall at all times remain the property of Lessor and Lessee shall have no right, title, or interest therein except as expressly set forth in this Agreement.

**9. GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of South Carolina.

**10. HOLD HARMLESS**

Lessor shall indemnify and save Lessee harmless from any and all liability, damages, expenses, causes of action, suits, claims or judgments arising from injury to person or property resulting from delivery or transportation of equipment caused by the negligence of Lessor, his agents or servants, and Lessor shall at its own expense, defend any and all suits which may be brought against Lessee, either alone or in conjunction with others, upon any such liability or claim or claims.

**11. JURISDICTION**

Lessor acknowledges that it is subject to the jurisdiction and process of the State of South Carolina as to all matters and disputes arising pursuant to the Agreement and the performance thereof, including any questions as to liability for taxes, licenses, or fees levied by the State or its political subdivisions. Lessor agrees to execute any and all agreements necessary to accomplish this provision.

**12. DEFAULT**

Upon the failure of Lessee to make any payment when due, or upon the failure of Lessee to perform any other obligations imposed upon it by this Agreement and upon the continuance of such failure after the receipt of thirty (30) days written notice thereof from Lessor, Lessee shall be deemed to be in default and Lessor shall have the right to terminate this Agreement. Upon the failure of Lessor to perform any obligation imposed upon it by this Agreement, and upon the continuance of such failure after receipt of \_\_\_\_\_ days written notice thereof from Lessee, Lessor shall be deemed to be in default and Lessee shall have the right to terminate this Agreement.

**13. TERMINATION**

(a) This Agreement may be terminated by Lessee's giving thirty (30) days prior written notice of such termination to Lessor. Lessee shall negotiate reasonable termination costs, if applicable.

(b) Upon the termination of this Agreement as a result of a default by Lessor, Lessee shall be entitled to proceed by appropriate court action to enforce specific performance of this Agreement, to recover damages for breach, or to take such other action as may be permitted by law.



14. **NON-APPROPRIATION CLAUSE**

Notwithstanding any other provisions of this Agreement, the parties agree that the rental is payable by Lessee from appropriations, grants, and monies from the State Legislature and other governmental entities. In the event sufficient appropriation, grants, and monies are not made available to Lessee to pay this rent for any fiscal year, this Agreement shall terminate without further obligation of Lessee. In such event, the chief executive officer of Lessee shall certify to Lessor that sufficient funds have not been made available to Lessee to meet the obligations of this Agreement; and such certification shall be conclusive upon the parties.

15. **RENEWAL**

Lessee may, at its option by giving written notice to Lessor not less than thirty (30) days prior to the expiration of the initial term, renew this Agreement for an additional term of \_\_\_\_\_ upon the same terms and conditions as this Agreement, provided that the initial term and the renewal term cannot exceed a total of five (5) years.

16. **NOTICES**

All notices and other communications made or required to be given under this Agreement shall be made in writing and mailed to the other party at its address as set forth herein or at such address as the party may provide from time to time.

Lessor's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. **ASSIGNMENT**

Lessor may, with the prior approval of Lessee, assign its right to receive payment of rent hereunder, provided that such assignments shall not relieve Lessor of its responsibility to perform any duty imposed herein.

18. **RELOCATION**

In the event Lessee desires to relocate the UNIT(S) elsewhere within Horry County School district, Lessor will submit a price quotation not to exceed Lessor's cost for the move or will prepare equipment to be moved by other mutually acceptable means.



19. **PATENTS INDEMNITY**

Lessor shall defend, at its own expense, any action brought against Lessee to the extent that it is based on a claim that the equipment supplied by lessor infringes a United States Patent, and Lessor will pay any costs and will indemnify Lessee for all expenses which are attributable to any such claim including any award of damages against Lessee, provided Lessee gives Lessor prompt notice in writing of such claim, and further provided Lessor shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise. Should the equipment become, or in Lessor's opinion be likely to become, the subject of a claim or infringement of a United States Patent, Lessee shall permit Lessor, at its option and expense, either to procure for Lessee the right to continue using the equipment, to replace or modify the same so that they become non-infringing, or to discontinue the use of the equipment and accept its return. Lessor shall have no liability to Lessee with respect to any claim of patent infringement which is based upon the combination of equipment supplied hereunder with equipment or devices not supplied by Lessor. The foregoing states the entire liability of Lessor with respect to infringement of patents by the equipment.

20. **PAYMENTS**

All payments due pursuant to this Agreement are solely the responsibility of Horry County Schools, Lessee.

21. **ENTIRE AGREEMENT**

This Agreement, attached exhibits hereto, and the solicitation documents, if any, constitute the entire Agreement between the parties and shall not be amended, altered or changed except after prior written approval from the Horry County Schools Office of Procurement Services, in compliance with the Horry County Schools Procurement Code, and by written agreement, signed by the parties.

Accepted and executed the date stated above.

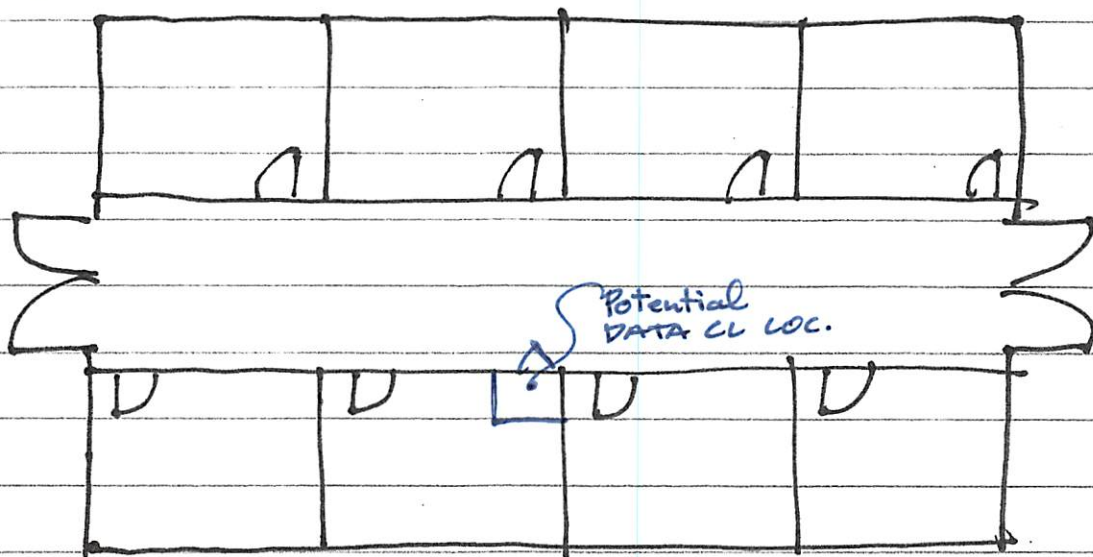
LESSOR:

BY: \_\_\_\_\_

LESSEE:

BY: \_\_\_\_\_

MBH & CFH

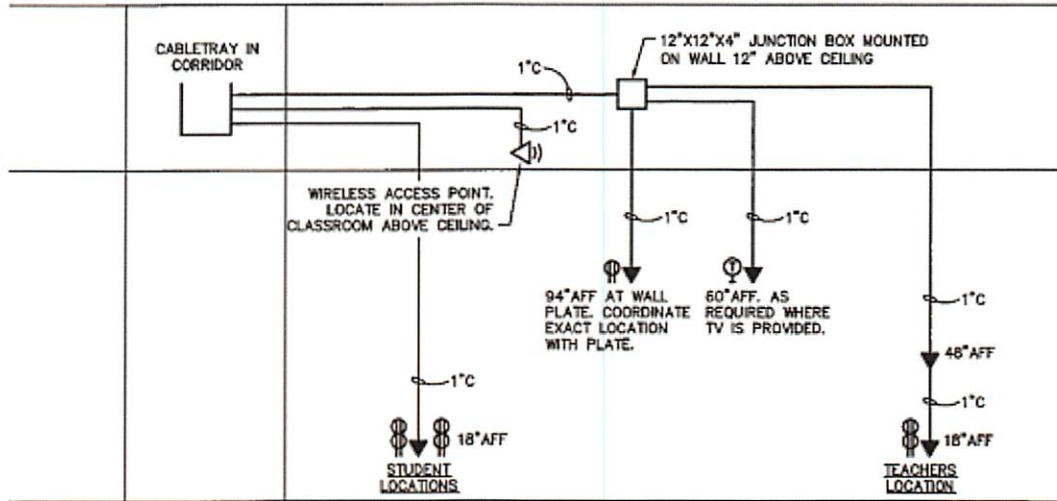


112' x 65' CLASS ROOM UNIT (W/RESTROOMS)  
SEE ATTACHED "TYPICAL UNIT W/RESTROOMS)

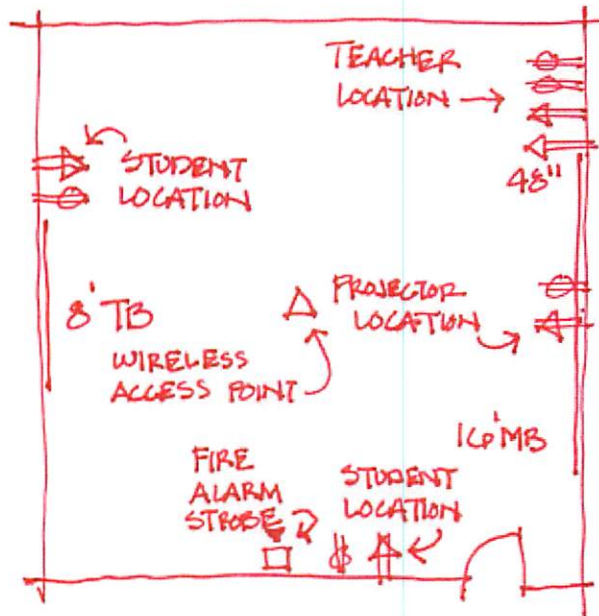
INCLUDE ALL SPECIFIED ITEMS  
W/ THE FOLLOWING VARIATIONS

- 2 DOUBLE EXT. DRS.
- 1 EXTERIOR WINDOW PER CLASS ROOM
- 2 FIRE EXTINGUISHER / CABINETS
- 1 3' x 4' WIDE DATA CLOSET

**NOTE:** The classroom configuration shown is to be built as (8) "units". Demising walls between classrooms to be double 2" x 6" exterior wall construction complete with Hardi Serria T-11 Panel, associated trim, batt insulation, etc.



**TYPICAL LOW VOLTAGE ROUGH IN DETAIL**  
( Typical for all classrooms )

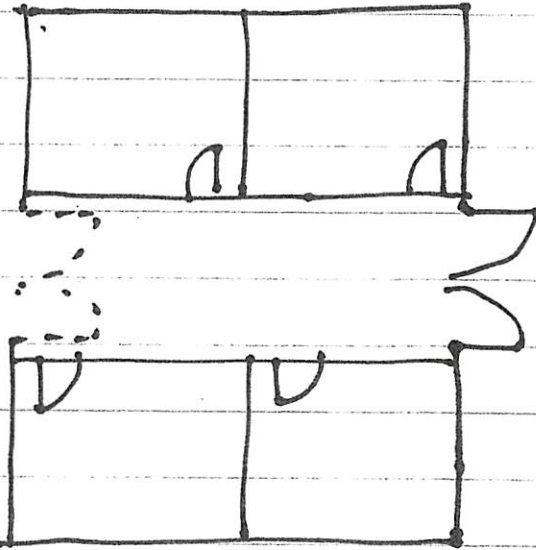


**TYPICAL CLASSROOM LOW VOLTAGE LAYOUT**



CFE

Existg  
4  
class  
rooms



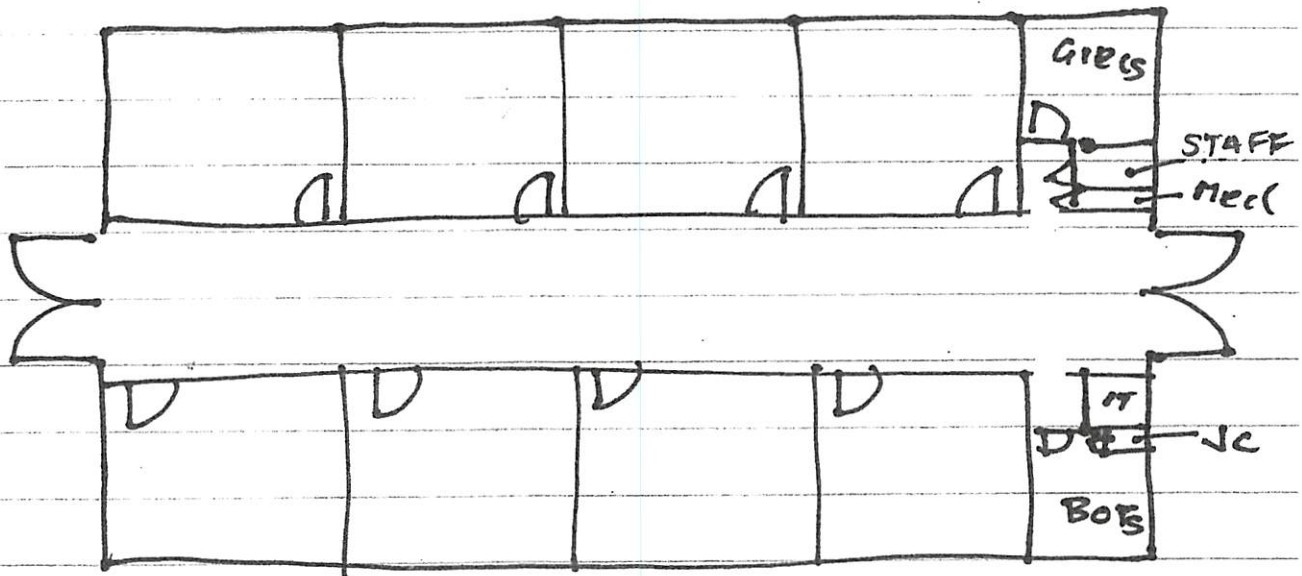
56' x 65' CLASSROOM UNIT

INCLUDE ALL SPECIFIED ITEMS  
WITH THE FOLLOWING VARIATIONS:

- 1 DOUBLE EXT. DR.
- 1 EXT. WINDOW PER CLASSROOM
- 1 FIRE EXTINGUISHER / CABINET

**NOTE:** The four classroom configuration shown is to be built as four (4) "units". Demising walls between classrooms to be double 2" x 6" exterior wall construction complete with Hardi Serria T-11 Panel, associated trim, batt insulation, etc.

WE



126' x 65' CLASS ROOM UNIT (W/RESTROOMS)  
SEE ATTACHED "TYPICAL UNIT W/RESTROOMS"

INCLUDE ALL SPECIFIED ITEMS  
W/ THE FOLLOWING VARIATIONS

- 2 DOUBLE EXT. DRS.
- 1 EXTERIOR WINDOW PER CLASSROOM
- 2 FIRE EXTINGUISHER / CABINETS

**NOTE:** The classroom configuration shown is to be built as (8) "units". REMOVING walls between classrooms to be double 2" x 6" exterior wall construction complete with Hardi Serria T-11 Panel, associated trim, batt insulation, etc.

(TYPICAL CLASSROOM UNIT w/ RESTROOM UNIT)

