

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.

DATE ISSUED: 9/20/2022

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

SOLICITATION NUMBER: 2223-11MJ

PROJECT NAME: Ocean Drive Elementary School (ODE) Canopy Project

PROJECT LOCATION(S): Ocean Drive Elementary School
901 11th Avenue N
North Myrtle Beach, SC 29582

PROJECT DESCRIPTION: The project involves extending an existing canopy/walkway system at one location at Ocean Drive Elementary School (ODE).

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

CONFERENCE DATE & TIME: 9/28/2022 at 3:00 PM (EST)

CONFERENCE LOCATION: Ocean Drive Elementary School
901 11th Avenue N
North Myrtle Beach, SC 29582 Outside main entrance
All visitors must sign in and out at the front desk.

QUESTIONS: All questions must be submitted in writing to the District Bid Contact Person by 12:00pm (noon) on 10/10/2022

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: 10/19/2022
2:00 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: NA

DISTRICT BID CONTACT PERSON: B. Maurice Jackson, CPPB
Phone: (843) 488-6929 Fax: (843) 488-6945 E-mail: mjackson@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. The project involves extending an existing canopy/walkway system at one location at Ocean Drive Elementary School (ODE).

SCOPE OF WORK – 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 Schools. The overall project involves adding canopy at Ocean Drive Elementary School (ODE).

TERM OF CONTRACT (Estimated) – Contractor has access to the site beginning October 24, 2022 and shall continue through February 13, 2023. Refer to Exhibit A and D for additional details.

AWARD CRITERIA – Award will be made to the lowest responsive and responsible bidder. Award will be made to only one bidder.

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://vrapp.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 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 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 sixty (60) 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. Award Notification: Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. For contracts with a total or potential value in excess of one hundred thousand dollars, notice of an intended award of a contract will be given by posting the notice for seven business days before a contract is entered into and will be sent electronically to all bidders responding to the solicitation on the same day that the notice is posted. 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 award notice 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 solicitation. Award notice 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/Procurement_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. **Drug Free Work Place Certification:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended

41. **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.

42. **Open Trade Representation: By submitting an Offer,** Offeror represents that Offeror is not currently engaged 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.

43. **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.**

44. **Public Opening :** Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

45. **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.

46. **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.

47. **Protest Procedure:** If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement

Officer within the time provided. See clause entitled "Protest- Procedures". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

Any protest must be addressed to the Chief Procurement Officer, Horry County Schools, and submitted in writing (a) by email to rstrickland@horrycountyschools.net, (b) by post or delivery to 335 Four Mile Road, Conway, SC 29526 or PO Box 260005, Conway, SC 29528-6005.

End of Bid Instructions

SHORT FORM CONTRACT AGREEMENT



| | | |
|---|----------------------------------|--|
| THE DISTRICT: Horry County Schools 335 Four Mile Road, P.O. Box 260005 Conway, South Carolina 29528-6005 Phone: 843-488-6721 | CONTRACTOR: Phone: | CONTRACT DATE: PROJECT NUMBER: 2223-11MJ PROJECT NAME: : Ocean Drive Elementary School (ODE) Canopy Project CONTRACT VALUE: |
|---|----------------------------------|--|

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:** This *Contract Agreement* shall be executed by a responsible signatory of both the District and the Contractor. This *Contract Agreement* along with all referenced contract documents, including exhibits, forms and other referenced documents, represents the full and complete agreement between the District and the Contractor. All contract documents are complementary and what is required by one shall be as binding as if required by all. Failure by the District at any time to enforce any provision of the contract documents shall not be construed as a waiver of such provision, and such failure to enforce 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.
2. **Independent Status, Acts, Errors, and Omissions:** The Contractor shall be legally considered an independent contractor and neither the Contractor nor any subcontractors or suppliers shall, under any circumstances, be considered employees, representatives, or agents of the District or any Engineer under contract with the District for the project. 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 products. Neither the District nor the Engineer shall be legally responsible for any negligence or other acts of the Contractor, any subcontractor or supplier nor the deduction of payroll taxes or provision of employment benefits normally provided to the District's or Engineer's employees.
3. **District Representatives' Authority:** The District's Construction Manager, project representative and any Engineer for the project are identified in Exhibit A and shall provide administration of the *Contract Agreement*.
4. **Conformance to Applicable Laws:** The Contractor shall comply with and give notices as required by all applicable laws of public authorities having jurisdiction over the Scope of Work (Exhibit A). If the Contractor performs work contrary to applicable laws without first notifying the District, in writing, for a determination or resolution, the Contractor shall assume full responsibility for such work and bear all costs for correction.
5. **Professional Certifications:** When professional certifications of performance criteria for materials, systems, or equipment are required by the contract documents, the District shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
6. **Contractor's Quality Control Program:** The Contractor shall institute and maintain throughout the contract a quality control program designed to ensure the work provided is in accordance with the contract documents at all times and in all respects. The quality control program shall include providing daily supervision and conducting frequent inspections by the Contractor of the work.
7. **Coordination of Multiple Contracts:** The District reserves the right to quote and award separate contracts for portions of the work, perform work with its own forces, or perform operations in conjunction with the work of the Contractor. The District shall coordinate the activities of the District's own forces and of each separate contractor with the work of any other contractors, who shall all cooperate with all other parties. Failure of the Contractor to report any perceived defects in the work of the District or other contractors shall constitute an acknowledgment that completed or partially completed construction is fit and proper to receive the Contractor's portion of the work, except as regards latent defects.
8. **Cutting and Patching:** The Contractor, the District and separate contractors shall a) be responsible for cutting, fitting or patching required to complete their work and to make its parts fit together properly within the work being performed, with other work, or with existing structures; b) not damage or endanger the completed work, or portion of work, of any other entity by cutting, patching or altering such work or by excavation; and, c) not cut or alter such work of another entity without consent.
9. **Supervision and Labor:** The Contractor shall provide and pay for all labor and services necessary for proper execution and completion of the Scope of Work (Exhibit A). Work scheduling shall be flexible to include weekends and evening hours when necessary to compensate for bad weather days and non-interference with student testing and other educational or athletic activities occurring during the week at the worksite without additional cost to the District of overtime pay. The day-to-day supervision and control of the Contractor's and subcontractors' employees is the sole responsibility of the Contractor.

The Contractor and all subcontractors 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 supplemented by State statute. A minimum of two (2) employees in addition to the worksite superintendent shall be fluent in spoken and written English. The Contractor shall ensure these requirements are part of any subcontract agreements.

10. Drug-Free Workplace: The Contractor shall be responsible for initiating, maintaining and supervising a drug-free program in connection with performance of the *Contract Agreement*, which shall conform to Title 44, Chapter 107, § 44-107-10 through § 44-107-90 of the South Carolina Code of Laws as may be amended.

11. Compliance with Employment Laws: By entering into a *Contract Agreement*, the Contractor agrees to abide by all applicable laws and codes pertaining to employment and 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 agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees, shall state the Contractor is an "Equal Opportunity Employer." Notices, advertisements, and solicitations placed in accordance with applicable laws are deemed sufficient in meeting the requirements of this section.

12. Conflicts of Interest: The Contractor shall not employ or subcontract with any employee, director, owner, partner, agent, or representative of the District or the Engineer to perform any work or services, directly or indirectly, related to the requirements of the contract documents without approval of the District.

13. Worksite Superintendent: The Contractor shall designate a competent worksite superintendent who shall be in attendance at the worksite at all times during performance of the work by Contractor or subcontractor forces or supplier deliveries. The Contractor shall provide the Engineer and the District with mobile numbers or other direct means of communication with the Contractor and the worksite superintendent in the event of an emergency. The worksite superintendent may perform the work or duties of any trade or the duties of safety compliance or fire guard but not to the exclusion of the superintendent duties. The worksite superintendent shall have the authority to enforce strict discipline and good order among the Contractor's employees, agents and representatives, subcontractors and suppliers at all time.

14. Subcontractor & Supplier Relationship to the District: Nothing in this *Contract Agreement* shall infer any contractual relationship between the District and any subcontractor, supplier or similar entity under agreement to the Contractor except as it relates to warranties.

15. Contractor Legal Requirements Pertaining to Subcontractors: The Contractor shall abide by all applicable laws pertaining to the treatment and payment of subcontractors. Should the District have any proof the Contractor is not abiding by such laws, the District shall have the right to withhold payment from the Contractor until action is taken to remedy such breach. The District shall have no obligation to pay any subcontractor or supplier except as otherwise required by applicable laws.

16. Provision of Products: By execution of the *Contract Agreement*, the Contractor warrants to the District that the products to be incorporated into the work shall a) be of good quality, undamaged, and new; b) be free from defects, excluding latent defects; and c) conform to the contract documents. Products not conforming to the contract documents, including substitutions not approved and authorized by the District in writing shall be considered defective. Such non-conforming products shall be replaced by the Contractor at no additional cost to the District and no extension of contract time. The Contractor **shall not allow** a) use of asbestos containing products, whether temporary or permanent and whether or not incorporated or to be incorporated in the work, even if the products are non-friable or contain minimal amounts of asbestos, and even though such products may still be legally installed; and b) use of lead materials in paints or in public water applications. "Lead-free" solder, flux and pipe shall be used in all public drinking water applications as outlined in the 1986 amendments to the Safe Drinking Water Act. "Lead-free" solder and

flux are defined as containing less than two-tenths of one percent (0.2%) lead, while valves, pipes and appurtenances shall contain less than eight percent (8.0%) lead.

17. Certification of Authorized Installer: All manufactured or fabricated products shall be stored, applied, installed, set-up, connected, erected, cleaned, conditioned, handled, started-up, and tested in strict accordance with the requirements of the manufacturer, fabricator or supplier to avoid nullifying any warranties provided. Upon request of the District or as required by Exhibit A 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 products.

18. Project Time and Work Commencement: By executing the *Contract Agreement*, the Contractor confirms the time limit established in the Project Schedule (Exhibit D) is a reasonable period of time for performing the Scope of Work (Exhibit A). The Contractor shall proceed expeditiously with adequate forces to maintain the Project Schedule (Exhibit D) and achieve the established completion date.

19. Worksite Access: The Contractor shall ensure ingress to and egress from the worksite or any of its occupied buildings and facilities is unhampered. Access of the Contractor, subcontractors and suppliers shall only be to those portions of buildings and facilities designated for performance of Scope of Work (Exhibit A). Access to the District-occupied portions of the buildings and facilities shall only be for the purposes of spotting, clean-up, or communication with the Principal in the event of an emergency. No other communication with any building occupants shall occur. All site communications shall be made with established District representatives or the Engineer, if any.

20. Contractor Supplied Equipment: The Contractor, subcontractors, and suppliers shall not use any building's facilities except as provided or allowed by the District in Exhibit A). The Contractor shall provide and pay for all tools, scaffolding, fencing, and signage, rented or owned construction equipment and machinery, materials, services or other such items necessary for proper execution of the Scope of Work (Exhibit A). If the Contractor is allowed use of the District's existing water, power, or other facilities stated in Exhibit A, the Contractor is responsible for all excess charges. The Contractor shall not cause a shortage in water or power supplied to building occupants. Excess charges will be deducted from payments due.

21. Existing Building Safeguards: When construction work is required to an existing building or facility, the Contractor shall be solely responsible for protecting the portion of the building/facility and its contents where the work is being performed from inclement weather and damage resulting from the work. The worksite superintendent shall inspect the existing premises daily to ensure there is no damage in progress and shall notify the District's representatives immediately when such damage is identified.

22. Damages Remedy: The Contractor shall remedy all damages to the exterior or interior of any building or facility, including contents, due to the failure of the Contractor, any subcontractor or supplier to take sufficient precautions, either directly or indirectly, to safeguard 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 required by any insurance carrier. Likewise any building, lawn, landscaping, parking lot, canopies, athletic facilities, fences, signs or other District property damaged by the Contractor, subcontractor, or supplier shall be restored to the condition prior to damage and satisfaction of the District.

23. Responsibility for Work in Progress: The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences and procedures implemented to accomplish the Scope of Work (Exhibit A) and for coordinating all portions of the work unless the contract documents give specific instructions concerning these matters. The Contractor shall supervise and direct all aspects of the work using the Contractor's best skill and attention. The Engineer, the District, or any regulatory authority shall have the right to inspect the progress of the work at any time for quality of workmanship and conformance to the contract documents and applicable laws; however, such inspection shall not relieve the Contractor of full responsibility for performance in accordance with the contract documents.

24. Underground Utilities and Shutdowns: The Contractor shall abide by the Underground Utilities Damage Prevention Act, South Carolina Statute 58-35-10, as revised, and shall include this same requirement in all subcontract agreements. The Contractor shall notify the District immediately of any accidental termination of electrical, mechanical, security or other such systems and the Contractor shall take immediate remedial action to bring such systems to full functionality. Fire alarm and security systems shall have priority.

25. Testing, Inspections and Approvals: Tests, certifications of testing, inspections and approvals required by the contract documents or by applicable laws, shall be arranged by the District, who shall pay all related costs unless responsibility for such testing, inspections, and approvals and the costs associated are assigned to the Contractor in the contract documents. If testing and inspection reveals failure of the work to comply with requirements, the Contractor shall bear all costs necessary for bringing the work into compliance, including repeated testing, inspections, and any additional Engineer or regulatory authority time and travel as provided for elsewhere.

26. Contractor Responsibility for Defective Work: Neither a) final payment, nor b) any decision of the Engineer or the District, nor c) any other provision in the contract documents shall relieve the Contractor of responsibility for faulty materials, equipment, workmanship or omission of a portion of the work to be performed.

27. Right to Reject/Stop Work and Correction of Work: The District shall have authority to reject work not conforming to the contract documents. Rejection of any non-conforming work by the District shall be corrected within ten (10) days at the expense of the Contractor, subcontractor, or supplier, whichever is at fault, and without any time extension. The District shall have the right to stop the work at any time. Any additional costs incurred as a result of the District's stoppage of work shall be the responsibility of the Contractor without any change in contract time when the stoppage is precipitated by, but not limited to, action, non-action, omission, error, illegal conduct, and non-conforming work on the part of the Contractor, any subcontractors, suppliers or other entities enjoined to the Contractor. The right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other individual or entity. In the event the Contractor fails to correct the deficient work or condition within ten (10) days, the District shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor, including compensation for the additional services of the Engineer, the District, inspectors, or another contractor as necessary.

28. Changes Required in the Work: The District reserves the right to make changes in the Scope of Work (Exhibit A) or other terms of the contract documents, which may include, by way of illustration and not limitation, a) changes to or correction of errors in, the original designs, specifications, or scope; b) implementation of new construction techniques, materials or processes; d) adapting unanticipated site conditions or other unforeseeable events; and/or e) other necessary changes in requirements. Changes shall be performed under applicable provisions of the contract documents and the Contractor shall proceed promptly to execute the changes. No portion of the contract documents shall be substantially changed nor shall a change in contract price or contract time be effected without execution of a *Change Order* as provided for in Exhibit E.

29. Excusable Delays: If the Contractor is delayed in the progress of the work by an excusable event such as a) government acts in a sovereign or contractual capacity; d) fire; e) epidemics or quarantine restrictions; f) freight embargoes; g) acts of a public enemy; or h) other causes which the District determines, then the contract time may be extended by a *Change Order* 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 impacts the worksite 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, whether directly or indirectly. The Contractor shall make every effort to mitigate the effects of any delay.

31. Weather Delays: A total of five (5) days per calendar month (non-cumulative) shall be anticipated by the Contractor as "adverse weather." If adverse weather days beyond the anticipated five (5) days are substantiated, the Contractor may ask for an extension of the contract time up to a maximum of one (1) full day of extended time for each full working day of unanticipated adverse weather conditions which prevented a forty-hour work week within a seven (7) day calendar week. Such requests 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 at the end of the month in which the event causing the impact on the construction schedule occurred. A request for adverse weather extension shall not be allowed after the date established for substantial completion. The approved extension of time shall be incorporated in the next *Change Order*

32. Remedy for Delays: Claims for delays shall be remedied only by an extension of contract time. 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 the Contractor fails to a) ascertain site conditions existing at the time quotes were received the Contractor is reasonably expected to have knowledge of; b) anticipate properly the labor, equipment or other requirements of the work; c) properly schedule subcontractors, materials, or other requirements of the work; and/or d) properly administer the contract or mitigate conditions.

32. Worksite Clean-Up: The worksite premises shall be maintained in a neat and orderly condition and kept free from accumulations of refuse materials and debris during the entire performance of the work. It is the sole responsibility of the Contractor to arrange for legal removal and disposal of all refuse materials or debris. Existing District debris containers,

recycling bins, or dumpsters are not to be used unless specific approval is given in Exhibit A. If the Contractor fails to clean up the worksite appropriately or timely, including cleanup at completion of the work, the District may provide for cleanup and deduct such costs from the Contractor's payment.

33. Payment Requests: Payment requests shall be in accordance with the conditions stated in Exhibit F the same as if included herein.

34. Project Completion: The Contractor shall complete the Scope of Work (Exhibit A) by the number of consecutive calendar days and the completion date stated in the Project Schedule (Exhibit D). Failure to progress expeditiously with the work or complete the work by the date specified shall result in the District withholding payment and pursuing any other remedies available to the District.

35. 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.

36. Safety Programs and Protection: The Contractor is responsible for initiating, furnishing, installing, erecting, maintaining, and supervising all safety precautions, procedures, programs, and safeguards including all OSHA safety standards and requirements as applicable to the work to be performed. The Contractor shall take reasonable safety precautions and shall provide reasonable protection to prevent damage, injury or loss to other persons and their property. 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 District shall have the right to stop the project for immediate correction of such condition by the Contractor with no change in contract time or contract price.

37. 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 ensure the Contractor and all subcontractors and suppliers 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, Engineer 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.**
- 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, power and other facilities** required by the occupants of an existing building and cause **minimal disruption of the educational process.**
- H. Secure **SLED (State Law Enforcement Division) criminal background checks** on all Contractor and subcontractor employees, agents, and representatives performing work at the worksite such that the Contractor shall ensure no person having committed violent crimes, crimes against children, or crimes of moral turpitude are allowed access to the worksite and 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, Engineer 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 photo identification tags** specifically identifying them as part of the Contractor's or subcontractor's workforce and meeting the District's requirements for identification.

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.

38. Traffic Control On-Site and Off-Site: The Contractor shall conduct its operations in a manner so as not to 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. 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 updated, to facilitate traffic control on public roads, streets, highways when work performed obstructs public traffic.

39. SDS Sheets: The Contractor shall maintain on the worksite all SDS sheets for any products 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.

40. Hold Harmless Agreement: The Contractor shall indemnify and hold harmless the District and the Engineer from and against all claims, damages, losses and expenses including attorney fees arising out of or resulting from the performance of the construction work or other services or the provision of products and associated incidental services, 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 any resulting loss of use, and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor or supplier. The obligation of the Contractor shall not extend to the liability of the District or the Engineer arising out of the preparation of maps, opinions, reports, surveys, change orders, designs, or specifications except as may be stated elsewhere in the contract documents. The Contractor shall indemnify and hold harmless the District and the Engineer 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, or use of equipment, tools, products 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 their representatives, agents, employees or any third party.

41. Insurance Minimum Requirements: Adequate insurance coverage is deemed critical to the award of a *Contract Agreement*; therefore, the Contractor shall abide by the minimum insurance requirements stated herein. 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*. Each of the insurances required shall be issued by a company licensed by the State of South Carolina's Insurance Commissioner for the applicable line of insurance and shall be an insurer with a "Best Policyholder's Rating" of "B+" or better and with a financial size rating of Class IV or larger. The District and the Engineer shall be named as an additional insured with a cross liability clause. The following limits are minimum requirements:

- A. Commercial General Liability -- \$500,000 limit for bodily injury and property damage (each occurrence) with premises operation and independent contractor's protection of \$500,000; products and completed operations of \$500,000 to be maintained for one (1) year following established completion of the project; commercial broad form property damage of \$500,000 including owned/non-owned and hired motor vehicles with combined minimum single limit of \$500,000; personal and advertising injury of \$100,000; contractual each occurrence of \$100,000; fire damage (any single fire) of \$100,000; medical expense (any single individual) of \$5,000.
- B. Automobile Liability with \$500,000 for bodily injury and property damage (per occurrence) including all owned, hired, and non-owned vehicles.
- C. Worker's Compensation as required by the State of South Carolina to include employer's liability (per single accident) of \$500,000; disease (per single individual) of \$100,000; disease (policy limit) of \$500,000.

If a Contractor cannot obtain adequate insurance coverage as required herein, a contract shall not be executed. Maintenance of insurance coverage, without lapse, is required throughout the term of the *Contract Agreement* and *Contractor Warranty* period. 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.

42. Certificate of Insurance: An original certificate of insurance shall be provided to the District by the insurance carrier(s) prior to commencement of the work using the District's *Certificate of Insurance* form in Exhibit G. The terms of the *Certificate of Insurance* and the insurance policies shall include those stated on the *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* 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 at no increase in contract price or contract time.

43. Losses: The Contractor shall report all losses within twenty-four (24) hours to the Contractor's insurance agent/carrier and to the District's Procurement Coordinator and Construction Manager to facilitate adjustment of the claim including the nature of the loss and the estimated value of the loss or liability exposure. The Contractor shall provide all information and assistance necessary to any adjusters, whether the claim is covered by the Contractor's insurance carrier or the District's insurance carrier.

44. Contract Governance: This contract shall be governed by the District's Procurement Code and any applicable laws and codes of the State of South Carolina. Duties and obligations imposed by the contract documents and rights and remedies available therein shall be in addition to and not a limitation of duties, obligations, rights and remedies 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 state buildings, including school buildings.

45. Taxes: The Contractor shall pay sales, consumer, use and similar taxes, which are legally enacted when quotes are received or negotiations concluded, 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 quote is submitted or negotiations completed.

46. 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 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.

47. District Termination: The District may terminate the contract or pursue any other rights and remedies afforded to the District if the Contractor substantially breaches any

provision of the contract documents. The District may without prejudice to any other rights or remedies, after giving the Contractor twenty-four (24) hour written notice, terminate the *Contract Agreement* and take possession of the worksite and of all products, equipment, tools, and construction equipment and machinery located thereon, whether or not owned by the Contractor, require and accept assignment of sub-contracts, and/or finish the work by whatever method the District may deem expedient. Further the District may terminate the contract, without cause, should funds not be available. 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) terminate all supplier orders and assign all existing subcontracts to the District unless otherwise directed by the District, and d) settle all outstanding liabilities and claims.

48. 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 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*.

49. Notices: All notices required hereunder shall be in writing and shall be given either by recognized overnight delivery service or by certified mail (return receipt requested), or by confirmed facsimile transmission. Notices shall be addressed to the party at the address set forth on this first page of this *Contract Agreement* and shall be deemed given upon its receipt.

50. 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.

51. 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: Date: Signature: | Name & Title of Authorized Signatory: Robin Strickland, Procurement Officer, John K. Gardner, Chief Financial Officer, Fiscal Services Date: 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: 2223-11MJ **PROJECT NAME:** Ocean Drive Elementary School (ODE) Canopy Project

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

DISTRICT PROJECT MANAGER: Name: Trevor Turner
Telephone: 843-488-6721 Fax: 843-488-6714 E-mail: tturner@horrycountyschools.net Mobile: 843-331-2349

OTHER PROJECT REPRESENTATIVE(S): Name:
Telephone: 843-488- Fax: E-mail: @horrycountyschools.net Mobile:

DISTRICT PROCUREMENT OFFICER: Robin Strickland, NIGP-CPP, CPPB, at 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: (if required) Name:
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 the specific canopy/walkway system to be installed.
- Other:
- Other:

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

1. Business licenses as may be required by Horry County for the General Contractor, all Subcontractors, or as required by the City/County.

SCOPE OF WORK:

The work consists of installing one (1) new canopy at Ocean Drive Elementary School located 901 11th Avenue N, North Myrtle Beach, SC 29582. All canopies must be engineered stamped and approved for the winds loads in the location of where they are being installed. The contractor is responsible for installing lighting and all electrical conduits. Please see the attached "Canopy Specifications – Ocean Drive Elem" for exact details.

The Contractor will be responsible for and required to meet the following:

1. Shall furnish all labor, materials, tools, equipment, and Incidentals necessary to satisfactorily perform and complete all items Included In the canopy project for Ocean Drive Elementary School.
2. All work will be performed with strict adherence to the requirements set forth In the Contract Agreement including the attachments starting with Exhibit A through Exhibit G.
3. The Contractor MUST submit to the HCS Project Manager descriptive literature on a proposed canopy/walkway system for approval prior to ordering material.
4. After award, shop drawings and submittals for all canopy work must be approved by the District prior to construction.
5. The Contractor shall perform work in accordance with the completion milestones and completion schedule included in the contract. The Contractor is responsible for adequate staffing and supervision to complete the project on time per the schedule and milestones provided. The Contractor will be responsible for making up lost time resulting from failure to adequately staff the project.

6. Proper Identification as a worker/visitor to the school campus must be readily visible by staff and students, in the form of a company supplied ID Badge.
 - a. Proper Identification comes in two forms and is required by all persons performing work for the general contractor and all sub-contractors: Government-issued; or Photo ID badge with company name; and PPE (Personal Protective Equipment).
 - b. ID Badges are required for ALL personnel on-site and must be always worn/visible. Any person that does not have the proper ID Badge and is not visible will be asked to leave the property immediately. ID Badges must be laminated or of credit card type material that resists wear and fading. Faded badges are invalid.
 - c. PPE (Personal Protective Equipment) is a minimum of international orange/yellow shirt and hard hat. Other forms of personnel visibility and head protection are accepted. Additional PPE measures must be supplied by the contractor for their appropriate trade, such as eye/ear protection, gloves, footwear, etc.
7. The Contractor shall include a general allowance of \$4,000.
8. The Contractor and all personnel are not allowed to talk or communicate with school personnel or students except in the case of an emergency. All coordination with school staff must be between the Contractor and the District representative.
9. The Contractor is responsible for restroom facilities for all its employees and any subcontractors to utilize during this project. The facilities inside the school are off-limits during school hours and after school hours.
10. Contractor accepts responsibility for all receiving, unloading, handling, full care, and custody of all materials. Site security personnel will not be provided by the District.
11. The Contractor will have access to the school campus for the duration of the Work at the following times: (schedules subject to change due to Covid-19)
 - a. 8:00 am - 2:00 pm, Monday-Friday, while school is in session
 - b. 2:45 pm – 11:00 pm, Monday-Friday, after school
 - c. 6:00 am -11 :00 pm, Saturdays-Sundays, Thanksgiving Break (November 21-25), and Christmas Break (December 19-30)
 - f. Tuesday, November 8th school is closed.
 - g. Any changes in work time and schedule must be pre-approved by the HCS Project Manager.
12. All areas inside the school are to be off-limits to the construction forces. The contractor is responsible for all safety barricades and signage as needed to complete the work during school days when school is in session. Students must be always separated from construction activity. Contractor shall provide all protection necessary to ensure the Work shall be completed without damage or deterioration to existing District property. The Contractor must include in the bid the cost to furnish and install protection fencing etc. to ensure that the district's property is not damaged, and students are kept safely at a workable distance. Temporary fencing will be galvanized with lockable personnel and entry gates. Orange construction fence is not allowed.
13. There shall be no construction activity or deliveries in drop-off and pick-up areas during the beginning and ending of the school day. The school start time is 7:25 am and dismissal at 2:30 pm.
14. The Contractor must adjust construction activities to provide safe access to the schools for essential District activities during the school year and/or summer breaks as required.
15. The Contractor will always minimize construction noise to the maximum extent possible. During the time when standardized testing is occurring, limited to zero construction activity will be allowed adjacent to the existing building. Work that does not disturb testing is permitted. The Contractor will need to coordinate with the HCS Project Manager and the School administration to determine when and where the testing will be conducted throughout the contract period. A list of scheduled testing dates will be provided to the Contractor, when a schedule is available in the 2022-2023 academic year, where disturbance to the student's testing environment is not allowed.
16. The Contractor is responsible for identifying the location of all utilities. Any utilities that are interrupted or damaged by the Contractor or any subcontractor must be repaired before the Contractor leaves the job site that day. Any interruption in service will need to be coordinated and approved in advance with HCS Project Manager.
17. The Contractor will locate and secure all material and/or equipment delivered to the site to always ensure safe means of egress to and from the school building.
18. Provide a dumpster as needed. The Contractor is not allowed to use the school's dumpster for any reason.
19. Maintain a clean work site every day and a final cleaning at the end of the project.
20. Jobsite progress meetings will be held onsite every two (2) weeks (or as needed) for questions, issues, schedules, and progress of the project.

CONSTRUCTION SCHEDULE: Project commencement date October 24, 2022 / Final completion date February 13, 2023.

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

End of Exhibit A

CONTRACT DOCUMENT LIST (Exhibit B)



| | |
|----------------------------------|---|
| PROJECT NUMBER: 2223-11MJ | PROJECT NAME: Ocean Drive Elementary School (ODE) Canopy Project |
|----------------------------------|---|

The following documents listed below constitute an integral portion of the contract documents for the work to be performed.

DRAWINGS LISTING **DRAWINGS PREPARED BY:** N/A

| SHEET NO. | TITLE | DATE | IDENTIFICATION |
|-----------|-------|------|----------------|
| | | | |

SPECIFICATIONS LISTING **SPECIFICATIONS PREPARED BY:** HCS

| SECTION NO. | TITLE | DATE | IDENTIFICATION | PAGES |
|-------------|--|--------------------|----------------|-------|
| | Canopy Specifications – Ocean Drive Elem | September 19, 2022 | | 6 |
| | | | | |
| | | | | |

ADDENDA LISTING **ADDENDA PREPARED BY:** N/A

| ADDENDUM NO. | TITLE | DATE | IDENTIFICATION | PAGES |
|--------------|-------|------|----------------|-------|
| | | | | |

End of Exhibit B

SCHEDULE OF VALUES (Exhibit C)



PROJECT NUMBER: 2223-11MJ

PROJECT NAME: Ocean Drive Elementary School (ODE) Canopy Project

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: 2223-11MJ | **PROJECT NAME:** Ocean Drive Elementary School (ODE) Canopy Project

The following project schedule is incorporated into the *Contract Agreement*:

PROJECT COMMENCEMENT DATE: Monday, October 24, 2022

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: 102 days

PROJECT SUBSTANTIAL COMPLETION DATE: Friday, February 3, 2023

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> |
|----------------------------------|----------------------|
| Substantial Completion | February 3, 2023 |
| Final Completion | February 13, 2023 |

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: 2223-11MJ PROJECT NAME: Ocean Drive Elementary School (ODE) Canopy Project

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)

CHANGE ORDER



| | |
|---|-------------------------|
| PROJECT NUMBER (if any): 2223-11MJ | EFFECTIVE DATE: |
| PROJECT NAME: Ocean Drive Elementary School (ODE) Canopy Project | |
| CONTRACTOR NAME: | CHANGE ORDER NO: |

| | |
|--|-----------------|
| <u>DETAILED DESCRIPTION OF CHANGE TO THE PROJECT OR TO THE TERMS, CONDITIONS, SPECIFICATIONS OR DRAWINGS:</u> | |
| CHANGE IN CONTRACT PRICE: | |
| Total original contract price: | \$ _____ |
| Cumulative change in contract price, excluding this change order: [increase / (decrease)] | \$ _____ |
| Revised total contract price, prior to this change order: | \$ _____ |
| Total change in contract price for this change order: [increase / (decrease)] | \$ _____ |
| Total revised contract price including this change order: | \$ _____ |
| Total current number of days for substantial completion: | _____ |
| Total change in number of days for substantial completion for this change order: [increase / (decrease)] | _____ |
| Total revised number of days for substantial completion including this change order: | _____ |

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: 2223-11MJ | PROJECT NAME: Ocean Drive Elementary School (ODE) Canopy Project |
|----------------------------------|---|

Payment Requests:

An itemized payment request shall be submitted to the District by the 25th 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 15th day of the following month if request is received by Contractor by the 25th of the month. If payment request is not received by the 25th, 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: Ocean Drive Elementary School
(ODE) Canopy Project

APPLICATION DATE: _____

PERIOD TO: _____

FROM: _____

PROJECT NO: 2223-11MJ

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: 2223-11MJ

Ocean Drive Elementary School (ODE) Canopy Project

| 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 | | | | | | \$ - | | \$ - | |
| TOTALS | | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - | \$ - |

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)



| | |
|---|---|
| PRODUCING AGENT: (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 | CONTRACTOR (INSURED): (Name and Business Address) Contact Person: Phone: |
| ADDITIONAL INSURED (CERTIFICATE HOLDER): Horry County Schools 335 Four Mile Road, P.O. Box 260005 Conway, SC 29528-6005 Contact Person: Trevor Turner Phone: 843-488-6721 | PROJECT / BID NUMBER: 2223-11MJ PROJECT NAME: Ocean Drive Elementary School (ODE) Canopy Project |

| Type of Insurance | Policy No. | Policy Inception & Expiration Dates (MM/DD/YY) | Deductible Amt. | Insurance Company Providing Coverage |
|---|-------------------------------------|--|----------------------------------|--------------------------------------|
| Commercial General Liab. | | | | |
| 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 | \$ _____ |
| Commercial Auto Liability | | | | |
| Limits: | Bodily Injury (per occurrence) | \$ _____ | Property Damage (per occurrence) | \$ _____ |
| Worker's Compensation & Employer's Liability | | | | |
| Limits: | Worker's Compensation | Statutory Limit | Disease (each employee) | \$ _____ |
| | Each Accident | \$ _____ | Disease (aggregate) | \$ _____ |
| Other: (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: 2223-11MJ
PROJECT NAME: Ocean Drive Elementary School (ODE) Canopy Project

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 (Lump Sum): The base bid shall include all work illustrated on the drawings and described within the specifications unless otherwise noted. **(Include any allowances)**

- a. Contingency Allowance

Dollars: \$ _____
Dollars: \$ 4,000.00
Total: \$ _____

(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.)

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.**

Base Bid:

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.

| BIDDER: | NOTARY: | CORPORATE SEAL: |
|---------------------------------------|---|-----------------|
| 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



| | |
|---|--|
| PRINCIPAL (BIDDER): <i>(Name and Business Address)</i> Contact Name: _____ Phone: _____ | TYPE OF ORGANIZATION: <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: _____ |
| OWNER (THE DISTRICT): <i>(Name and Business Address)</i> Horry County Schools 335 Four Mile Road, P.O. Box 260005 Conway, South Carolina 29528-6005 Contact Name: _____ Phone: _____ | BID IDENTIFICATION: Project / Bid Number: 2223-11MJ Project Name: Ocean Drive Elementary School (ODE) Canopy Project |
| SURETY: <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*.