REQUEST FOR PROPOSALS

The *Request for Proposals* 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 solicitation process and the work to be performed and are published as an integral part of this *Request for Proposals* 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. Offeror, design professionals, 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.

DATE ISSUED:	7/8/2021
AGENCY/PROJECT OWNER:	Horry County Schools (the District)
SOLICITATION PROJECT #:	2122-2VS
PROJECT NAME:	Integrated Project Delivery (IPD) Services to Construct a Replacement Facility for the Existing Whittemore Park Middle School
PROJECT LOCATION:	The existing Whittemore Park Middle School is located at: 1808 Rhue St., Conway, SC 29527. The new facility will be located on property along El Bethel Rd. in Conway, SC 29526
PROJECT DESCRIPTION:	The District is soliciting proposals from firms to perform Integrated Project Delivery services to construct a new facility of approximately 145,000SF, which will also include administration, food service, dining, guidance, educational spaces, support spaces, etc.
BID SECURITY:	N/A
PERFORMANCE & PAYMENT BONDS:	100 % of construction phase cost of the work.
CONFERENCE:	☒ N/A ☐ Site Visit ☐ Pre-Bid ☐ MANDATORY ☐ NOT MANDATORY
CONFERENCE DATE/TIME:	☒ N/A 00/00/00 at 00:00 AM (EST)
CONFERENCE LOCATION:	☒ N/A
SUBMIT PROPOSALS 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)
QUESTIONS:	All questions must be submitted in to the District Contact person by 12:00 PM (noon) on 7/20/2021.
SUBMIISSION DEADLINE DATE & TIME:	7/28/2021 2:30 p.m. (EST) (Unless date and time are otherwise amended by addendum.)
SUBMIT OFFER ON-LINE:	The District prefers submittals via the website. Submit your offer online 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
NO. OF COPIES ELECTRONIC:	(1) Original of complete offer Uploaded to the URL provided below: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e (1) Redacted copy Uploaded to the URL provided below: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e
DISTRICT CONTACT PERSON:	Valiant Sommers, CPPB, NIGP-CPP, Procurement Specialist III Phone: (843) 488-6938 Fax: (843) 488-6942 E-mail: VSommers@horrycountyschools.net
PUBLIC NOTICES:	All notices, the solicitation and any addenda shall be posted at the following location: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e
LICENSURE:	To be considered for selection, persons or firms must be properly licensed in accordance with the requirements of Title 40 of the SC Code of Laws, as amended, at the time of submission.
CONFIDENTIAL INFORMATION:	To submit confidential information, see https://procurement.sc.gov/construction/ose-confidential.
INSTRUCTIONS TO OFFERORS:	In accordance with the South Carolina Green Purchasing Initiative, submittals cannot exceed 20 double-sided pages, including covers, which must be soft – no hard notebooks if paper copy hand or mail delivered. PDF file no larger than 10MB.

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DEFINITIONS

Following are definitions of terms used in the *Proposal Instructions*. These definitions are not entire, plenary, or exhaustive of all terms used. 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. Addenda: Written or graphic instruments issued by the District prior to the RFP submittal date and time which modify or interpret the RFP instruction manual, postpone the RFP submittal date and time or withdraw the RFP. Only those additions, deletions, corrections or clarifications in writing in the addenda are contractually binding.

2. 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.

3. Board: The Horry County Schools Board of Education

4. Buyer: Designee of the District Procurement Officer assigned to officiate the solicitation process for construction work or other related services.

5. 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 of the contract.

6. *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.

7. 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.

8. 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.

9. Design Requirements: The written description of the infrastructure facility(e.g., schools) to be procured ... including: (a) required features, functions, characteristics, qualities, and properties that are required by the District; (b) the anticipated schedule, including start, duration, and completion; and (c) estimated budgets as applicable to the specific procurement, for design, construction, operation, and maintenance. The design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions, and characteristics of the project. S.C. Code § 11-35-2910(10).

10. Design services: Architect-engineer, construction management, or land surveying services as defined in Section 11-35-2910 and awarded pursuant to Section 11-35-3220 of the South Carolina Consolidated Procurement Code.

11. District: Horry County Schools as represented by its Board of Education, Superintendent, management staff, procurement officials, employees, or other authorized representatives or agents. Designated representatives who are not employed by the District or who do not serve on the Horry County Schools Board of Education may be any individual or firm who, through a contractual agreement, are designated to serve in an official capacity on behalf of the District.

12. Entity: Any business, corporation, partnership, sole proprietorship, joint stock company, joint venture, or any other legally formed organization.

13. Equipment: The hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the operation and maintenance of the equipment being acquired. The terms "Product" and "System" are used interchangeable with the term "Equipment".

14. Guaranteed Maximum Price (GMP): A not-to-exceed price (NTE or NTX) contract is a cost type of contract where the contractor is compensated for actual costs incurred plus a fixed fee subject to a ceiling price. The Contractor is responsible for cost overruns, unless the GMP has been increased via formal change order (only as a result of additional scope from the client, not price overruns, errors, or omissions). Savings resulting from cost underruns are returned to the Owner.

15. Informality or Irregularity: A solicitation requirement not fully complied with by the Offeror, 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 *Proposal 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.

16. Integrated Project Delivery (IPD): A project delivery approach that integrates people, systems, business structures and practices into a process that collaboratively harnesses the talents and insights of all participants to optimize project results, increase value to the District, reduce waste, and maximize efficiency through all phases of design, fabrication, and construction. IPD fosters an environment where information is openly shared; goals are clearly established; risk is collectively managed and allocated where appropriate; success is tied to shared incentives; and cutting edge technologies are used to their fullest potential.

17. May: The word "may" or other such words or phrases used anywhere in the Contract Documents indicates a request or recommendation that is adhered to by the Offeror at his/her choice whether in the negative or the affirmative.

18. 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.

19. *Notice of Intent to Award*: A written notice of the District's acceptance of an Offeror's proposal 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.

20. Offer: The bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer".

21. Offeror: The single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror".

22. *Official Submission Form*: A form furnished by the District to be completed and signed by an authorized representative of the proposing entity and submitted by the proposal 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.

23. Pre-proposal 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 *Addendum*. Normally the pre-proposal conference is voluntary (non-mandatory) unless otherwise stated in the *Request for Proposals*; however, Offerors are responsible for getting the issued addendum following the conference. If the pre-proposal conference is designated as mandatory in the *Request for Propsals*, only those proposals from those offerors represented at the mandatory conference shall be considered.

24. 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.

25. 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.)

26. Proposal Instructions: A set of instructions, contract documents, forms and other such data intended to describe the services to be performed and the conditions under which a response is to be submitted and a contract awarded. A corresponding name and RFP number identifies the RFP instruction manual.

27. Representative: An authorized designee of an individual or entity with formal responsibilities as specified by contract or employment agreement.

28. RFP (Request for Proposals): The announcement soliciting responses from individuals or firms on the basis of evaluation criteria set for the particular type of services required.

29. 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 Offeror, Contractor, Architect/Engineer or District, whether in the negative or the affirmative.

30. Software: All related materials and documentation whether in machine readable or printable form.

31. Solicitation: This document, including all its parts, attachments and any Addenda.

32. 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.

33. Submittal and Public Opening Date and Time: The date and time established in the RFP or subsequent addenda for receipt of sealed responses.

34. 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.

35. 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.)

End of *Definitions*

SUMMARY OF SERVICES REQUIRED

Article 1
Introduction

1.1 Horry County Schools is one of the largest school systems in the State of South Carolina and is coterminous with Horry County's land area of approximately 1,152 square miles. The present boundaries of the District were established in 1952, a consolidation of all existing school Districts in the county.

1.2 The District is currently governed by a board, the Horry County Schools Board of Education, consisting of members elected in single-member Districts with the Board Chairman elected countywide. The Horry County Board of Education members have decision-making authority, the power to designate management, the ability to significantly influence operations, and have primary accountability for fiscal matters.

1.3 Currently, the District owns/operates fifty-seven (57) facilities/properties which account for approximately 8,000,000 building square feet and a student enrollment of approximately 45,000.

1.4 The District intends to move forward with the **Replacement Facility for Whittemore Park Middle School** project utilizing an Integrated Project Delivery (IPD) system between the District, the Architect (Designer of Record), the Construction Contractor and others as may be appropriate to meet the District's goals for completion of this school.

- Integrated Project Delivery (IPD) is a project delivery approach that integrates people, systems, business structures and practices into a process that collaboratively harnesses the talents and insights of all participants to optimize project results, increase value to the District, reduce waste, and maximize efficiency through all phases of design, fabrication, and construction. IPD fosters an environment where information is openly shared; goals are clearly established; risk is collectively managed and allocated where appropriate; success is tied to shared incentives; and cutting-edge technologies are used to their fullest potential.

1.6 The District is currently in the process of selecting the AE firm who will be the Designer of Record for the **Replacement Facility for Whittemore Park Middle School**, which will replace the current facility. The project will be located on a parcel of land next located at El Bethel Road in Conway, SC. Project scope is approximately 145,000 SF, and will include administration, food service, dining, guidance, educational spaces, support and PE spaces, etc., complete HVAC system, building sprinklers, fire alarm, electrical and low voltage systems. Sitework is to include parent drop-off, staff/visitor parking lot along with a bus drop-off loop, PE areas, landscaping, and storm water retention.

1.7 Project construction (early sitework) is anticipated to start late 2022, building construction in early 2023, and be substantially complete in June 2024 with classes beginning in August 2024.

Article 2
Nature of Services

2.1 This solicitation is for the purpose of contracting with one Construction Contracting firm, to participate in the project during the planning and design phase to oversee scheduling, cost control, constructability and to bring additional expertise to project management, building technology, and bidding or negotiating of construction contracts; and during construction as the sole entity responsible for construction services. Offerors must act in the best interests of the District, using their best efforts to perform the project in an

expeditious and cost-effective manner consistent with the mutually agreed to design developed through the IPD process and the District's identified existing Educational Specifications, as modified through the IPD design process and the approved Capital budget for construction, and delivery of the project as negotiated, including agreed to changes in the work. Any successful Offeror will be under contract to provide construction services necessary to deliver a completed facility to the District for occupancy. Any successful Offeror shall hold all trade contractor, and trade supplier contracts unless otherwise stipulated in the contract documents or agreed to by change order. In addition, any successful Offeror will be responsible for methods of construction and safety, as well as for developing an overall project schedule, which will be a contractual obligation including coordination of the work of all construction and any miscellaneous contracts required for completion of the project within its predetermined budget and occupancy schedule.

2.2 Offers shall be considered only from Offerors who are regularly established in the business called for and who, in the judgment of the District, are financially responsible and able to show evidence of their ability, experience, reliability, workforce, education, or other such capabilities to render prompt and satisfactory services to the District under this contract.

Article 3
Scope of Work and Relationship

3.1 The District intends to hire one (1) firm to provide General Construction services as may be required for delivery of the **Replacement Facility for Whittemore Park Middle School**. The project included in the work planned in this RFP covers an approximate two (2) year period through the 2023-2024 school year. The pre-construction work is to start immediately after Contract Award.

3.2 Upon selection of qualified Offeror, successful Offeror will be invited to negotiate a contract for pre-construction services. Any successful Proposer will be responsible during the execution of the services as the "Contractor", shall adhere, including but not limited, to the following criteria:

3.3 Design Development

3.3.1 The Contractor shall be a cohesive partner with the District and the District's selected Architect as well as their engineers and special consultants to perform pre-construction activities, scheduling, cost control, constructability determinations and recommendations, bidding and negotiation of subcontractor and supplier contracts, project and subcontractor management, and other services. Contractor selected shall make every good effort to develop a relationship based on mutual trust and cooperation to further the public good. The District shall endeavor to promote harmony and a spirit of cooperation between the District, Architect, the Contractor and other persons or entities employed by the District for the Project.

3.3.2 The Contractor agrees to provide the District with reasonable skill and judgment and to cooperate with any Architect assigned to the Project by the District in furthering the interests of the District. The Contractor shall provide pre-construction services and construction management services under the terms and conditions of this RFP.

3.3.3 The Contractor shall use his/her best efforts to consult during design development, administer the bidding and selection of subcontractors and suppliers and take responsibility for the efficient, economical, and timely delivery of the project by managing the construction of the project within time and cost limitations and complying with established quality standards and governing statutes, laws, codes and regulations.

3.3.4 The Contractor shall be provided with District representatives with authority to make decisions concerning the project and the associated contracts. Such representatives shall render decisions promptly and furnish information expeditiously to avoid unreasonable delays in services or construction of the project by the Contractor.

3.3.5 The District shall retain an Architect to provide basic architectural services, including civil, structural, mechanical, and electrical engineering services as designated in the contract between the District and

the Architect. The District shall authorize the Architect to provide those additional services and outside consultant services necessary for the pre-construction and construction phases. The authority of the Architect shall be specified in the contract between the District and the Architect. Upon request of the Contractor, the District shall furnish to the Contractor a copy of the District's agreement with the Architect from which compensation provisions shall be deleted.

3.3.6 The Contractor shall assume total responsibility for all services outlined herein and reasonably to be inferred by the nature of the industry. The Contractor will be considered the prime contractor (General Contractor) during construction of the project and the sole point of contact regarding all contractual matters with the District. The Contractor shall hold the contracts for all trades and shall be fully responsible for the performance of all contractual obligations under the terms and conditions of the District's construction contract, as may be updated.

3.4 Preconstruction Phase

3.4.1 The District and Architect shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the District's objectives, constraints, criteria including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

3.4.2 The District shall establish and update an overall budget for the Project based on consultations with the Contractor and Architect. The Contractor shall provide preliminary evaluation of the Districts Project and Project budget requirements each in terms of the other. The Contractor shall consult with the District and Architect on site use and improvements and the selection of materials, building systems and equipment.

3.4.3 The Contractor shall conduct a detailed constructability review(s) of the design documents as part of the preliminary cost estimate and recommend changes for the Architect's and District's consideration. It is expected by the District that such constructability review(s) shall be a detailed and objective review of all drawings and specifications to ascertain any necessary corrections or changes.

3.4.4 It is not the Contractor's responsibility to ascertain that the Drawings and Specifications prepared by the Architect are in accordance with applicable laws, statutes, ordinances, building codes, rules, or regulations. However, should the Contractor recognize that portions of the Drawings and Specifications are at variance therewith, the Contractor shall promptly notify the Architect and District in writing.

3.4.5 The Contractor shall conduct value engineering of equipment and processes, materials, and technology included in the design documents with the intent of providing equal or better quality for equal or less cost and shall recommend changes for the Architect's and District's consideration. Value engineering shall occur prior to submission of construction documents to the South Carolina Department of Education, Office of School Facilities.

3.4.6 The Contractor shall provide recommendation on the construction feasibility, actions to minimize adverse effects of labor or materials shortages or pricing fluctuations, time requirements for procurement of trades, installation and construction completion, factors related to construction costing including estimates of alternative designs, materials, methods, preliminary budgets and possible economies.

3.4.7 The Contractor can recommend to the District phased issuance of drawings and specifications to facilitate phased construction of the Project if such phased construction is appropriate considering economies, time of performance, availability of labor and materials and provisions for temporary facilities. The District shall make the sole determination whether phased construction is in the best interests of the District.

3.5 Cost Estimating

3.5.1 From the Architect's preliminary design development documents, the Contractor shall prepare, for review of the Architect and approval of the District, a cost estimate utilizing area, volume, or similar conceptual estimating techniques with supporting data. At a minimum, estimates shall be prepared:

a. Based upon current drawings at eighty percent (80%) or more complete
b. Updated prior to bidding of trades, and
c. Finalized prior to beginning construction
d. Such other times as appropriate to the project or requested by the District

3.5.2 Periodic cost estimates shall reflect actual (not inflated) project costs based upon current stage of design development at the time of estimate preparation. Cost estimates shall be delivered to the District and the Architect.

3.5.3 If any estimate exceeds previously approved estimates or the District's budget, the Contractor shall make appropriate recommendations to the District and Architect for cost reduction. Recommendations and advice of the Contractor concerning design alternatives shall be subject to review and approval of the District, the Architect and the Architect's design professionals.

3.6 Construction Scheduling

3.6.1 When the Project requirements have been sufficiently identified, the Contractor shall prepare, and periodically update, a preliminary Project construction schedule for Architect and District review. The Architect shall approve the portion of the schedule pertaining to Architect services. The preliminary Project schedule shall integrate the services and activities of Contractor, Architect, and District and shall be approved by the District.

3.6.2 As Design Development proceeds, the Project schedule shall be updated with:

a. Proposed activity sequences and durations,
b. Milestone dates for receipt and approval of pertinent information,
c. Submittal of a Project cost estimate,
d. Preparation and processing of shop drawings and samples,
e. Delivery of materials or equipment requiring long lead times,
f. District's occupancy requirements showing portions of the Project having occupancy priority, and
g. Proposed date of substantial completion with final completion thirty (30) days after the substantial completion date.

3.6.3 If a subsequent update to the approved Project schedule indicates that the latest approved schedule may not be met, the Contractor shall make appropriate explanations and/or recommendations to the District and Architect. The Contractor shall be obligated to ensure that the Project schedule for construction of the Project is adhered to once approved by the District.

3.6.4 At the request of the District, the Contractor shall present to the Horry County Board of Education a report on the progress of the Project as well as justifications for any deviation from the approved Project schedule that shall result in delay in the planned occupancy of the completed project.

3.6.5 The Contractor will be responsible for the following things, without limitation and should be considered when developing and updating all schedules:

a. Adhering to all the requirements established by Office of School Facilities including coordination of design reviews and approvals, special inspectors and occupancy inspections.
b. Methods of construction
c. Safety programs
d. General conditions
e. Securing all required local, state and federal permits and approvals
f. Prequalification of potential subcontractors as required
g. Procurement of all work
h. Certification of work-in-place
i. Monthly payment requests
j. Coordination and scheduling of all work of all construction contracts and miscellaneous contracts required for the completion of the project within the predetermined budget and schedule
k. Coordination with the District to ensure proper installation of all necessary low-voltage wiring systems

for technology and HVAC controls. Provide, manage, and install all low-voltage systems.

3.7 Bidding

3.7.1 The Contractor shall assist the Architect in preparation of construction specifications for the project designed and fully defining the scope of work to be performed. Specifications shall be reviewed for constructability and value optimization as well as cost containment.

3.7.2 Contractor shall stimulate interest and attract quality subcontractors and suppliers as well as cultivate and develop minority and women business enterprise to participate in the bidding of the project(s). The Contractor shall keep detailed records of contacts and efforts made for review by the Architect and the District.

3.7.3 The Contractor shall conduct the bidding of all trades in a manner that shall promote equity and fairness in the solicitation process. The District and Architect shall have the right to participate in and/or make recommendations for selection of subcontractors. The Contractor shall award trade contracts acceptable to the District and shall hold and administer all subcontractor and supplier contracts.

3.8 Construction Administration

3.8.1 Construction shall commence upon the issuance of a Notice to Proceed by issuance of Purchase Order by the District.

3.8.2 During the construction phase, all conditions of the District's official Construction Contract as may be amended for any construction project, is incorporated herein by reference, and shall be administered by the Contractor during the course of any project awarded.

3.8.3 The Contractor shall provide project management and site supervision/administration of his/her own work forces and any subcontractors, and include but not be limited to:

a. Efficient management and scheduling of trade contracts and other contractors with direct contracts with the District and update project schedule at least monthly.
b. Self-perform portions of the work subject to Owner's approval.
c. Quality on-site and off-site supervision of all field activities, trades, and coordination of work.
d. Timely review, response, approval and management of all required shop drawings and submittals prior to submission to Architect.
e. Manage the timely ordering and delivery of required materials, processes, and equipment.
f. Provide site security, job site facilities normal to a construction site and other general site provisions normally provided for a construction project such as bonding and general liability insurance for the entire project.
g. Implement, monitor, and enforce a safety program in compliance with OSHA requirements.
h. Administer a continual quality assurance review of materials, equipment, and work in process.
i. Manage Contractor cash flow to allow for timely payment of all invoices for materials and subcontractor pay requests.
j. Administer a cost control system to allow for District review of current costs in relation to final cost projections.
k. Manage change order process to allow for weekly approval by the District of changes to the project.
l. Compile up to date as-built drawings as work progresses.
m. Provide District and Architect with progress reports at least weekly via the Contractor's standard project management software.
n. Generate documentation of subcontractor/supplier non-compliance, insurance claims or other issues related to project construction including photographs.
n. Prepare necessary documents and punch lists for completion and closeout of the project.
o. Report to District scope of minority and women-owned businesses utilized and dollars paid.
p. Manage the residual warranty work and comply with applicable latent defects statutes and statutes of repose.
q. Such other requirements stated in the District's Construction Contract.

3.8.4 The Contractor shall perform required activities to facilitate the timely occupancy of the building after construction, including, but not limited to, supervising equipment start-up, obtaining required inspections and any re-inspections by entities having jurisdiction over the project, conducting required orientation and training District staff.

3.8.5 The Contractor shall further respond within twenty-four (24) hours to warranty related requests and conduct a post-construction review of the facility in conjunction with District personnel.

3.9 Project Accountability

3.9.1 To avoid any conflicts of interest, the Contractor shall not utilize subcontractors or suppliers on District projects for which they have a vested interest or a share in profits of that company.

3.9.2 The Contractor shall develop a system of cost control for the Project, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the District and Architect at least every two months or at any other time requested by the District.

3.9.3 The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. Such accounting and controls system shall be satisfactory to the District. The District, the District's accountants, in-house auditing staff, procurement staff, contracted auditors, and/or State of SC Budget and Control Board auditors shall be afforded full access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Project. The Contractor shall preserve such Project records for a period of three (3) years after final payment or such longer period as may be required by law.

3.9.4 The Contractor shall provide to the District a detailed listing of payments made to minority and women-owned business enterprises upon request of the District but in no event less than semi-annually.

3.10 Subcontractors and Suppliers

3.10.1 The Contractor shall advertise and solicit for bids from trade subcontractors and suppliers of materials and processes necessary to the performance of the Project construction. The Contractor shall develop subcontractor and supplier interest in the Project with emphasis on minority and women-owned businesses. The District reserves the right to attend the time bids are opened.

3.10.2 Upon receipt of bids and supplier pricing, the Contractor shall furnish to the District and Architect a list of recommended subcontractors and suppliers for each portion of the Project. The recommendation list shall be accompanied by a copy of all bids received.

3.10.3 Receipt of the list and bids does not obligate the Architect or District to investigate the qualifications of the proposed subcontractors or suppliers nor shall it waive the right of the District or Architect to object to or reject any proposed subcontractor or supplier. The lack of objection to a subcontractor or supplier by the District or the Architect shall not relieve the Contractor of the obligation to guarantee adequate performance by that subcontractor or supplier during construction.

3.10.4 Upon receipt of the recommendation and bids from the Contractor, the Contractor and District shall jointly determine, subject to reasonable objection of the Architect, which bids will be accepted. The Contractor shall not be required to contract with any subcontractor with whom the Contractor has reasonable and documented objection.

3.10.5 The Contractor shall recommend to the Architect and District a schedule for procurement of items or processes with a long lead time. The Contractor shall accept responsibility for procurement of such items or processes and expedite such items or processes to ensure availability without delay to the Project schedule.

3.10.6 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall not be awarded based on cost plus an indefinite fee based on a percentage of cost.

3.11 Compensation

3.11.1 Compensation for pre-construction activities shall be based upon an agreed upon fee (or rate) as a percentage of the District approved construction budget excluding costs of land, technology equipment, and furniture and fixtures (FF&E) or any contingencies for project enhancements.

3.11.2 Such fee, as negotiated with the Contractor, shall be all inclusive of all direct and indirect costs associated with providing pre-construction services for the specific project. No other costs related to salaries of Contractor staff, benefits, insurances, office equipment or supplies, company overhead or other such administrative costs shall be reimbursed to the Contractor during pre-construction activities.

3.11.3 Payments shall be made monthly during pre-construction upon submission of an Application for Payment directly to the District in proportion to the services performed. Applications for Payment shall be submitted no later than the last day of the month in which the services have been performed.

3.11.4 Payment shall be due and payable twenty-one (21) days following the receipt by the District of the Application for Payment.

3.11.5 Once the final Contractor construction cost estimate has been approved by the District as a Guaranteed Maximum Price (GMP) and the Notice to Proceed with construction has been issued, no further adjustment shall be made in the District's approved construction budget calculation. Contractor compensation during the construction phase shall be based upon the application of the agreed upon percentage against the final approved cost estimate as computed in paragraph 3.5.

Article 4
Evaluation Criteria

4.1 Upon receipt of all offers by the opening date and time specified in the RFP, the Office of Procurement Services shall review all offers for responsiveness to the solicitation documents. The District reserves the right to consider any offer as non-responsive based solely on its judgment that the offer does not satisfactorily meet the criteria of this solicitation or the District's Procurement Code. Those offers found to be responsive shall be evaluated based on the merits of the technical offer submitted as it related to the evaluation criteria.

4.2 Failure of the Offeror to follow the format requested may cause the offer to be deemed non-responsive and, thereby, cause it to be excluded from consideration. Any deviations from the requested scope of services or the general terms and conditions of the RFP solicitation must be noted and fully explained.

4.3 During the evaluation, the District's Selection Committee shall read, review, and evaluate the offers based on the following criteria:

a. The ability, capacity, and skill of the Offeror's key personnel to perform the contract or provide the service required. **(maximum 25 points)**

b. The experience of the Offeror—especially on similar educational projects in South Carolina. **(maximum 25 points)**

c. The sufficiency of the financial resources and ability of the Offeror to perform the contract or provide the service. **(maximum 25 points)**

d. The demonstrated experience of the Offeror in pre-construction phase services and on-budget, on-time completion of construction phase services, as verified by references. **(maximum 25 points)**

4.4 The District reserves the right to consider historical information and fact, whether gained from the offer, references, or District's experience with the Offeror during the evaluation process.

4.5 From the collective evaluations of the evaluators with a possible maximum score of 100 points, the District shall average the scores and rank the offers from highest composite score to lowest. The evaluation team will determine whether interviews will be solicited from the top Offerors. The number of and need for interviews will be at the sole discretion of the District.

4.6 If interviews are determined to be appropriate, the District's Contact Person as provided on the Cover Page will schedule those interviews convenient to the selected Offerors and the evaluators. Offerors to be interviewed will be given guidance on the expectations and desired content of the presentations. Interviewees will be evaluated on the content of their presentations and responses to any additional direct questions from the evaluators. **(maximum 30 points)**

4.7 The Offerors will be re-ranked based on their total point score including averaged interview scoring. The District reserves the right to select and award a contract to the Offeror that, in its judgment, can provide the services needed for the projects listed in this RFP. The District is not required to enter a contract with any Offeror if deemed in the best interests of the District.

4.8 The District is under no obligation to solicit any missing information or additional information during any stage of the evaluation process. Failure of the Offeror to submit any information deemed necessary for the evaluation process or requested by the District at any stage of the evaluation process which may result in an adverse impact on the evaluation of the Offeror's offer is solely the responsibility of the Offeror.

4.9 The District is not responsible for any costs incurred during the submission of proposals or interviews.

Article 5
Offer Award

5.1 It is the intention of the District to enter negotiations and award a contract to the highest ranked responsive and responsible Offeror based on the evaluation criteria.

5.2 The highest ranked responsive and responsible Offeror will be asked to enter negotiations with the District for the project. If an agreed upon rate for pre-construction services cannot be negotiated with the highest ranked responsive and responsible Offeror, the process will continue as outlined above, in rank order.

5.3 Once the negotiations have been completed, a Notice of Intent to Award identifying the Offeror(s) to whom the District intends to award a contract shall be emailed to all Offerors and shall be posted on the District's procurement website at: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e.

5.4 Offerors are advised that all contents of this RFP solicitation and the successful Offeror(s) response to the RFP, as negotiated, shall constitute the substantive terms and conditions of the relationship.

5.5 Any Offeror or potential Offeror who feels he/she has been aggrieved because of this solicitation, any addendum thereto, or subsequent award of contracts has a right to protest and to present an appeal in accordance with the District's Procurement Code, which can be viewed on the District's website at: https://www.horrycountyschools.net/cms/lib/SC02209139/Centricity/Domain/3189/Procurement_Code.pdf.

5.6 The invitation and subsequent award of any contract is subject to the provision of the District's Procurement Code and any applicable laws of the State of South Carolina. Any contract entered into as a result of this solicitation shall be governed by the laws of the State of South Carolina.

Article 6
Potential RFP Timeline

6.1 The following proposed timeline will be used in this RFP. Any additions, deletions, or changes to the timeline will be posted on the District's procurement website at: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e.

RFP Issued	Thursday, , July 8, 2021
Deadline for Questions Related to the RFP	Tuesday, July 20, 2021 at 12:00pm
Offers Due	Wednesday, July 28, 2021 at 2:30 pm
Offers Reviewed and Evaluated	July 29, 2021 – August 18, 2021 (estimated)
Interviews (if necessary)	September 1 – 2, 2021 (estimated)
Notice of Intent to Award Issued	September 21, 2021 (estimated)

PROPOSAL INSTRUCTIONS

Horry County Schools

1. Offeror Representations: By signing and submitting a proposal, the proposing company's (the Offeror's) Principal represents he/she has read and understands these *Proposal 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 C, specifications and drawings, forms and any other referenced documents therein) and the proposal is made in accordance therewith. The Offeror's principal certifies the proposal submitted is based upon the services required and/or 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.

2. Offeror Licensing: The Offeror's principal represents the Offeror 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 proposal/bid to and perform construction work for Horry County Schools ("the District"). The Bidder further represents all subcontractors stated on the *Official Submission 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. Offerors and their subcontractors are advised the District shall report Contractor Licensing Law violations to the S.C. Contractors' Licensing and Regulations Board.

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

4. Pre-Existing Site Conditions: Before submitting a proposal, the Offeror shall carefully review all documents and examine the worksite (if needed) in conjunction therewith to ascertain site conditions affecting the performance of the work. If the Offeror receives a contract award but failed to make such examinations, the Offeror 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.

5. 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 *Request for Proposals*; however, Offerors 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 *Request for Proposals.*

6. Addenda: Addenda shall be issued prior to the proposal 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 proposal opening date except to a) withdraw the *Request for Proposals*, or b) to postpone the proposal opening date and time. When an addendum is issued for the purposes of postponing the proposal opening date and time, the addendum shall establish the new proposal 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 *Request for Proposals.* An Offeror shall acknowledge receipt of all addenda issued by identifying the addendum number and the date of issuance with the Offeror's initials in the spaces provided on the *Official Submission Form* or the proposal shall be found non-responsive in accordance with the District's Procurement Code.

7. Authorization – Signing Your Offer (JAN 2004): Every offer must be signed by an individual with actual authority to bind the Offeror.
(a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
(b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
(c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
(d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
(e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

8. *Official Submission Form*: To assist in the comparison of responses submitted, all proposals shall be submitted on the District's *Official Submission Form* or an identical copy and in the format requested in the *Official Submission Form* or the proposal may be considered non-responsive and, therefore, not considered. To ensure a proposal is considered responsive, a) all blanks or information requested shall be completed in ink or by typewriter or computer, b) all blanks or information requested on the official submission form shall be completed in full or have inserted in the blank the words "N/A" (not applicable) or "none" or other such designation, c) formatting of responses as requested in the Official Submission Form shall be adhered to; d) all issued addenda shall be acknowledged; and e) all insertions, alterations and/or erasures shall be initialed by an official representative of the Offeror. Any modification to the requirements of the Contract Documents or any other Offeror conditions may render the proposal non-responsive in accordance with the District's Procurement Code.

9. Submitting Confidential Information: Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by doing so in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. Marking the entire response or substantial portions of the response as proprietary shall not be honored by the District and may result in the response being found non-responsive, and therefore, not considered. To submit confidential information, see https://procurement.sc.gov/construction/ose-confidential.

10. Subcontractor Disclosure: The successful Offeror will be the primary point of contact with regard to all stipulations, including payment of all fees and the meeting of all requirements of the *Request for Qualifications* and the subsequent contract. Where Offerors do not have the in-house expertise or manpower to provide all the services requested, subcontracting may be permitted, with full disclosure in the response and approval of the District. Disclosure of subcontractors after contract award is not acceptable. Any Offeror, whose response includes subcontractors, is required to act as the primary administrative contact for services to be performed by those subcontractors and must assume full responsibility for the risk/liability, delivery and quality of such services performed. The District shall have the right to request removal and/or replacement of any subcontractor that cannot perform to the District's standards. The Offeror shall identify specifically the District's contractual obligation to any subcontractor of the Offeror. The District must be assured that any proposed subcontractors can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any potential subcontractors recommended to the District must be disclosed in the response.

11. 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 20.

12. 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 *Proposal Instructions*, as applicable.

13. 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.

14. 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.

15. 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:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Horry County Schools	Horry County Schools
Attn: Procurement Office	Attn: Procurement Office
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*, you must submit one (1) original and five (5) copies. (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

16. 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.

17. 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)].

18. Ownership of Materials: All materials submitted in response to the *Request for Proposals* shall become the property of the District. The original response submitted shall be retained for the official files, and it along with the redacted copy shall become a public record after award and shall be open to public inspection upon request under the Freedom of Information Act. All other copies of the response submitted may be destroyed after an award is made.

19. Proposal Acceptance Period: Any proposal submitted in response to this *Request for Proposals* constitutes a firm commitment for a period of sixty (60) days following the proposal opening date and time.

20. Withdrawal or Modification of a Bid: A response shall not be modified, withdrawn or cancelled by the Offeror during the sixty (60) calendar days immediately following the public opening date and time as stated in the *Request for Proposals* or any subsequent addenda as may be provided for in the District's Procurement Code. Any District request for clarification or additional information regarding a response shall not be considered as authorization to amend any portion of the initial response.

Prior to the public opening date and time, a proposal may be modified or withdrawn by notice to the District's Buyer listed in the *Request for Proposals*. Such notice shall be in writing with the signature of the Offeror that signed the original response and shall be mailed, hand delivered, or sent via express carrier in a sealed envelope to arrive no later than the submittal and public opening date and time.

21. Offeror Responsiveness: For a proposal to be considered by the District, the Offeror shall first be determined by the District to be responsive to the proposal requirements. Any proposal which fails to conform in all material respects to the essential requirements of the *Proposal Instructions* and the required forms shall be considered non-responsive and rejected as provided for in the District's Procurement Code. A proposal is non-responsive if, at the proposal closing, the Engineer lists a Consultant who, at the time the proposal 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 proposal which the District is prohibited by law from considering shall be rejected as non-responsive unless allowed by the District under Paragraph 23.

22. Offeror Responsibility: For a *Contract Agreement* to be executed, the Offeror 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 Offeror to perform the work timely and to the satisfaction of the District. A determination of responsibility focuses on whether the Offeror has the necessary facilities, resources, qualifications, and ability to provide the work specified in the Contract Documents in a satisfactory and timely manner. For an Offeror 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) Offeror 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 evaluation process administered by the District which includes all subcontractors.

23. Minimum Contractor Qualifications Required: The District reserves the right to reject any Offeror as non-responsible if the evidence submitted by the Offeror or any investigation of the Offeror 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 22 of the *Proposal 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 23.

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.

23. Right of Waiver: In accordance with the District's Procurement Code, the District reserves the right to a) waive minor informalities or irregularities; b) reject any and all responses or any portions, thereof; c) accept firm proposals from the top rated Offerors to the RFQ in such number as the District may determine and select such proposal that the District deems is in the best interests of the District; d) negotiate with the Offeror whom the District deems can provide the best Civil Engineering services; e) reject any and all proposals offered or any portions thereof; or f) other such rights as provided in the District's Procurement Code or this RFP.

24. Non-Collusion Clause: By submitting a signed proposal, the Offeror certifies that he/she nor the firm represented nor any other employee or representative of the firm has divulged to, discussed with, nor compared the response submitted with any other Offeror or potential Offeror and has not colluded with any other parties to this competitive *Request for Proposal*. The Offeror further certifies that he/she 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 Offeror offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal to be offered to the District. Any and all proposals shall be rejected if there is any reason for believing collusion exists among the Offerors which may be a violation of Federal or State antitrust acts. The District may or may not, at its discretion, accept future proposals/bids for similar work from Offerors suspected of collusion.

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

End of *Proposal Instructions*

PROPOSAL SPECIAL INSTRUCTIONS

1. Interpretations and Clarifications: Requests for additional information or questions regarding error, omission or clarification of any portion of the Solicitation Documents or the Contract Documents, shall be submitted in writing to the District Contact Person stated in the *Request for Qualifications* by e-mail or facsimile no later than five (5) days prior to the bid opening date and time as may be amended. Any interpretations, corrections, or changes to the Solicitation Documents or the Contract Documents made in any other manner than by a written addendum shall not be binding, and Offerors shall not rely upon them.

2. Prohibited Communications and Donations (FEB 2015): 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, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity***, *unless otherwise approved in writing by the Procurement Officer*. All communications must be solely with the Procurement Officer. [R. 19-445.2010]
(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 Using Governmental Unit during the period beginning eighteen months prior to the Opening Date***. [R. 19-445.2165]

3. Number of Copies to be Submitted: One (1) original, and One (1) Redacted Copy of your offer through the online vendor URL as provided on the Cover Page. If you must submit a paper copy by mail or hand delivered, offeror shall submit One (1) Original, ten (10) copies, and one (1) electronic copy on a thumb drive.

4. Response Format: Bulky, ornate, and/or costly binding of the original response is not necessary or required. The original copy shall be so marked as "Original". Responses are limited to standard (8½" x 11") pages using a minimum of a 10-point font. The pages of the qualifications response must be numbered. A table of contents, with corresponding tabs in the body of the response, must be included as well to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page, you may do so and place all corresponding tabs on that page. To avoid unnecessary length, internal cross-references are encouraged where any particular information requested is adequately presented elsewhere in the response package. Any affidavits, certifications, or signed statements called for may be included in an appendix. Responses shall be portrait orientation. In accordance with the South Carolina Green Purchasing Initiative, submittals cannot exceed 20 double-sided pages, including covers, which must be soft – no hard notebooks. PDF file no larger than 10MB.

5. Electronic Copies – Required Media and Format (Revised March 2020): ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT (REVISED MARCH 2020): 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, copy and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files.

6. Submitting Redacted Offers: You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the Item entitled "Submitting Confidential Information". In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt (trade secret or proprietary information), i.e. a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should a) reflect the same pagination as the original; b) show the empty space from which information was redacted; and c) be submitted on magnetic media. (See Item entitled "Electronic Copies – Required Media and Format".) Except for the redacted information, the USB drive must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

7. Proposal Submission: Proposals delivered orally or via telephone, telegraph, e-mail, facsimile, or other such methods are not sealed proposals and are unacceptable. Proposals submitted in any other way than as required in these *Proposal Instructions* shall be considered non-responsive in accordance with the District's Procurement Code. In addition, proposals shall be submitted in the English language and in U.S. dollars, unless otherwise permitted by the solicitation.

8. Submitting Your Offer or Modification: (MAR 2015) (MODIFIED): Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "VENDOR REGISTRATION MANDAYORY" and "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. 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 the address on the Cover Page. (3) 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. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies though the online url as indicated on the Cover Page. If mailing or hand delivery of the offeror, 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.

9. Discussion with Responsive Offerors: During the review process, the District shall have the right to request from the Offeror any other information or evidence it deems necessary for evaluation of the proposals and relevant to the any one or more of the evaluation factors. The failure of any Offeror to promptly provide such requested information shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.

10. 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.

11. Ethics Certificate: By submitting an offer, the Offeror certifies that the Offeror 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 financial gain; Section 8-13-705, 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 8-13-775, prohibiting public official with economic interests from acting on contracts; 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 Specialist at the same time the law requires the statement to be filed

12. Open Trade Representation (JUN 2015): 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.

13. Illegal Immigration: (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either:
(a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or
(b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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

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

End of *Proposal Special Instructions*

LONG FORM CONTRACT AGREEMENT

THE DISTRICT:	CONTRACTOR:	CONTRACT DATE:
Horry County Schools 335 Four Mile Road P.O. Box 260005 Conway, South Carolina 29528-6005 Phone: 843-488-6711	Phone:	PROJECT NAME: Integrated Project Delivery (IPD) Svcs.to Construct a Replacement Facility for the Existing Whittemore Park Middle School PROCUREMENT No.: 2122-2VS 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: The *Contract Agreement* shall be executed by a responsible signatory of the District and the Contractor and, along with all the Exhibits and the documents referenced therein forming the Contract Documents, represents the full and complete agreement between the parties. All Contract Documents are intended to be complementary and what is required by one shall be as binding as if required by all. In the case of apparent ambiguity or contradiction, these terms and conditions shall take precedence. Divisions of the Contract Documents into sections and paragraphs shall not interpret or alter the meaning or intent of any provision.

2. Authority for Changes: Neither the Architect's nor the District's representatives, agents or employees have any independent authority, either expressed or implied, to amend the Contract Documents, either orally or in writing. To be official and binding, amendments shall only be made in writing as a *Construction Change Directive (CCD) or a Change Order* based upon the requirements in Exhibit E.

3. Contract Forms: Forms contained in the Contract Documents are the official forms intended for the specified use in preparation and administration of the contract. Any similarly intended forms as distributed by AIA, ACCORD or any other source shall not be substituted except as approved by the District; however, any deficiencies or variances in terms and conditions of those substituted forms from the District's approved forms shall not be applicable or binding upon the District but shall be superseded by the language contained in the District's required forms.

4. Ownership of Documents: Under separate contract with the Architect, the District has ownership of all specifications and drawings in relation to the project. Neither the Contractor nor any other entity shall claim ownership or copyright of any drawings, specifications or other Contract Documents prepared by the District or the Architect nor shall they be used on any other projects without written consent of the District. This requirement survives completion or termination of the *Contract Agreement.*

5. Non-Waiver of Rights: Failure by the District to enforce any provision of the Contract Documents shall not be construed as a waiver of any such provision and shall not affect the validity of the *Contract Agreement* or any part thereof or the right of the District to enforce any provision at any time. No action or failure to act by the District or the Contractor shall constitute a waiver of a right or duty afforded them under the Contract Documents nor shall such action or failure to act constitute approval of or acquiescence to a breach, except as may be specifically agreed to in writing signed by both parties.

6. Maintenance and Auditing of Contractor's Records: The Contractor shall prepare and maintain project records as required by the District, acceptable accounting standards, and applicable laws for a period of three (3) consecutive years following completion of the project as evidenced by the date of final payment to the Contractor. The District, the Office of General Services of the State of South Carolina, and any auditor under contract with the District has the right to audit the Contractor's records related to the *Contract Agreement* at any time. The Contractor shall ensure all records are available for inspection at the location specified by the District within seventy-two (72) hours of notice by the District at no additional cost to the District. This requirement shall survive termination or completion of the contract.

7. Contractor Performance: Performance by the Contractor shall be required only to the extent consistent with the *Contract Agreement*, including all *Change Orders (Exhibit E)* necessary to produce the intended result.

8. Acts, Errors, Omissions, and Inconsistencies: The Contractor shall be responsible to the District for acts, errors and omissions of the Contractor, subcontractors and suppliers who perform any portion of the work or supply any materials, equipment or processes to be incorporated into the work. The Architect and the District shall at no time be legally responsible for any negligence or other acts by the Contractor, any subcontractor, any supplier, or anyone enjoined to them.

9. Independent Contractor Status: The Contractor shall be legally considered an independent contractor and neither the Contractor nor any subcontractor or supplier shall, under any circumstances, be considered employees, representatives, or agents of the District or the Architect.

10. District Representatives' Authority: The District's assigned Project Manager and project representative(s) as identified in the *Scope of Work (Exhibit A)* shall provide administration of the *Contract Agreement* and associated Contract Documents and shall act on behalf of the District only to the extent of a) the terms and conditions of the Contract Documents; b) their respective duties; and c) the authority granted to them in accordance with their respective positions with the District or through a contractual agreement.

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

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

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

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

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

A Most current international building, plumbing, mechanical, gases, and fire prevention codes (i.e., International Building Code effective in year 2003, as may be amended).
B National Electrical Code, as may be amended.
C South Carolina Energy Conservation and Efficiency Act of 1992, as may be amended.
D OSHA Standards, as may be amended and applicable to the construction industry.
E SC Department of Transportation Access and Roadside Management Standards, as may be amended.

F Where such requirements are inadequate, the Contractor shall use the most current NFPA Standards, American National Standards Institute or other recognized national standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Conflict of Interest: The Contractor shall not employ any owner, director, representative, agent or employee of the Architect or the District to perform any work,

directly or indirectly, full-time or part-time related to the requirements of the Contract Documents without approval of the District.

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

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

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

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

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

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

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

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

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

38. Contractor Legal Requirements Pertaining to Subcontractors: The Contractor shall abide by all applicable laws pertaining to the treatment and payment of subcontractors including, but not limited to, a) South Carolina Code of Laws §29-6-30 regarding timely payment of subcontractors; and b) South Carolina Code of Laws §29-6-230 regarding timely payment of subcontractors when payment to the Contractor may be withheld. If the Contractor is not abiding by applicable laws regarding subcontractor payment, the District shall have the right to a) withhold payment from the Contractor until such breach is corrected, and b) report such failure to the proper authority including the Contractor's Surety. The District shall have the right, upon request, to furnish any subcontractor a copy of the Contractor's payment bond and information regarding percentage of work completed and amounts applied for and paid to the Contractor by the District relative to portions of the work done by the subcontractor. Regardless of the rights expressed herein, the District shall not be obligated to pay any subcontractor except as otherwise required by applicable laws.

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

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

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

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

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

44. Worksite Access: The Contractor shall confine operations at the worksite to areas permitted by applicable laws, consistent with the Contract Documents, or designated by the District, and shall not unreasonably encumber the worksite with materials or equipment

which would hamper ingress to or egress from the worksite or its buildings and facilities. The Contractor shall limit access of the Contractor, subcontractors and suppliers to designated areas where the work is in progress. Access to other occupied areas of buildings and facilities shall only be for the purposes of spotting, clean-up, damage inspection, or communication with the Principal in the event of an emergency. No other communication with any occupants of an existing building or facility shall occur. All site communications shall be made with the Architect or District project representatives only.

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

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

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

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

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

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

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

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

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

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

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

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

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

investigate and, if the condition requires a change in contract price or contract time, a *Change Order* will be processed.

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

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

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

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

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

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

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

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

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

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

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

subcontractor work scheduling, e) substitution of subcontractors or suppliers as addressed elsewhere, or f) other such courses of action. Liquidated damages shall be assessed at the rate specified in the *Scope of Work (Exhibit A)* or actual costs attributable to such failure or delay, whichever is greater. The parties to this *Contract Agreement* hereby acknowledge the difficulty of ascertaining the actual damages to be suffered by District upon Contractor's default. The parties further agree that any measure of liquidated damages provided for herein is not intended as a penalty but constitutes a good faith estimate of the potential damages arising from Contractor's default. Unless the District specifically elects the remedy of liquidated damages in regard to a default hereunder, it shall not be barred from pursuing any other remedy to which it may be entitled herein.

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

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

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

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

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

72. Substantial Completion: A request, shall be submitted to the District for substantial completion ten (10) days prior to the requested inspection to allow the Architect and District to schedule and conduct a review to ensure the project has reached substantial completion and verify all work is complete or make appropriate revisions. Should the Architect or the District determine that all requirements for substantial completion have not been met to allow for regulatory authority inspection or the potential punch list represents more work than can be accomplished within the final completion period and, therefore, does not accurately represent substantial completion, the District shall have the right to a) notify the Contractor's Surety; b) assess liquidated damages, c) withholding payment, and d) any other remedies available to the District.

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

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

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

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

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

76. Occupancy and Keys: The District may occupy or use any completed or partially completed portion of the work or occupy the worksite location during any substantially completed stage of the work provided the Contractor is aware of such occupancy and any appropriate regulatory authorities have approved such occupancy and use. Partial or full occupancy or use of the work shall not constitute acceptance of any work not complying with the requirements of the Contract Documents. The District may receive deliveries of furniture, equipment and supplies and store them in a designated portion of the worksite

prior to the final completion date. Once District staff or a third party has secured the deliveries, the Contractor shall be responsible for maintaining the security of such items and may be held responsible for any theft or misappropriation of such items. The Contractor shall provide to the District at substantial completion, three (3) complete sets of door keys with tags indicating the number or description of the door or room each key is intended to fit. The Contractor shall also provide to the District with the key sets an itemized key schedule listing door/room number, serial number of the key and number of keys delivered for that door/room.

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

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

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

80. Contractor Warranty Terms: The Contractor shall warranty the entire project beginning the day after the date of substantial completion as evidenced by a document prepared by the Contractor and approved by the District, for the period of time stated in the *Scope of Work (Exhibit A)*. In the event of phased work required by the District for early occupancy, the Contractor's warranty shall begin upon substantial completion of each phase of construction. The beginning date of any required phased warranty period shall be documented in a *Change Order* for that phase of work. The warranty shall permit direct enforcement by the District against any subcontractor, or supplier whose guaranty or warranty is called for and the Contractor shall a) be severally liable with such subcontractors or suppliers for purposes of performance under the *Contract Agreement*; b) be furnished by the District with a written notice of any breach of warranty, which shall be sufficient to invoke the terms of the warranty; and c) so bind any subcontractor or supplier to the terms of said warranty. The remedies under warranty are in addition to the remedies otherwise available to the District. The *Contractor's Warranty* shall exclude remedy for damage or defect caused by a) abuse or vandalism; b) modifications to materials, equipment or systems after acceptance of the work by the District; c) proof of improper or insufficient maintenance; d) proof of improper operation of equipment or systems; or e) normal wear and tear under normal usage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

89. Emergencies: The Contractor shall provide the Architect and the District with telephone numbers or other direct means of communication with the Contractor and the Worksite Superintendent in the event of an emergency. The Architect or the District shall have the determination as to what constitutes an emergency that must be responded to by the Contractor or the Worksite Superintendent or others. In an emergency affecting the safety of individuals or property, the Contractor shall take immediate action to prevent and mitigate damage, injury or loss. Notice of any emergency shall be given to the District's Project Manager as soon as practicable but in no event more than eight (8) hours after the Contractor is first aware of such emergency conditions.

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

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

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

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

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

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

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

D. Worker's Compensation as required by the State of South Carolina to include:
   1) Employer's Liability (per single accident) of $500,000
   2) Disease (per single individual) of $100,000
   3) Disease (policy limit) of $500,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

period falls on a Saturday, Sunday or a legal holiday for the District, then the period shall run to the end of the next calendar day.

J. Drawings: Graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the work to be performed. Such drawings constitute an integral portion of the Contract Documents.

K. Emergency: A sudden, unexpected occurrence or set of circumstances demanding immediate action to ensure the health and safety of any building occupants or to prevent further damage to the work or property of the District and others, which may include, but not be limited to, fire, security risk, impending structural collapse, fire alarm or security alarm malfunction, loss of utilities. Action taken by the Contractor during an emergency shall be limited to such action necessary to ensure the safety of the building's occupants and to mitigate, contain and/or prevent further damage to the work in process, the District's property or the property of others.

L. Latent Defect: A latent defect in materials, equipment or processes is not reasonably detected through careful observation or inspection.

M. May: The word "may" or other such words or phrases indicate a recommendation that is adhered to by the Contractor, Architect or District at his/her choice.

N. Minority Status: Means the qualification of a small business concern that is at least fifty-one percent (51%) unconditionally owned by one or more individuals who are both socially and economically disadvantaged or are women or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one or more socially and economically disadvantaged individuals or by women, which may or may not be State of South Carolina certification.

O. Project: The total scope of work to be performed whether performed by one or more contractors, subcontractors or the District itself. (Also referred to as the "work," the "work to be performed," the "work in process," or other such terms.)

P. Regulatory Authority: Any agency of the federal government or the State of South Carolina which has jurisdiction over the District, its procurement of design and construction services, or the work being performed under contract.

Q. Shall: The word "shall" or "must" or other such words or phrases indicate a mandate that must be adhered to by the Contractor, Architect or District.

R. Shop Drawings: Drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, which illustrates how specific portions of the work shall be fabricated and/or installed.

S. Specifications: A written description of the physical, functional, or performance characteristics, or the nature of the materials, equipment, processes, construction, or work to be performed. It includes, as appropriate, construction standards, technical data, workmanship, inspection and testing requirements.

T. Subcontractor: An individual or entity, who is properly licensed to do business in the State of South Carolina, having a direct contract with the Contractor to perform a portion of the work described in the Contract Documents. Any reference to subcontractor also includes any representatives, agents, or employees of the subcontractor or any other entity enjoined to the subcontractor to perform any work.

U. Substantial Completion: The date or conclusion of consecutive days established in the Contract Documents for sufficient completion of the work such that the District may occupy and utilize the project for its intended use. The health and safety systems shall be inspected and approved for occupancy by OSF and all other system functionality and work shall be completed as stipulated in the Contract Documents. The determination as to whether the Contractor has reached substantial completion of the work by the date established, as may be amended, is solely the District's.

V. Supplier: Any individual, business, manufacturer, fabricator, vendor or other entity that supplies materials, equipment, or items fabricated to a special design needed for the work to be performed but who does not perform any direct labor. Any reference to supplier also includes any representatives, agents or employees of the supplier or any other entity enjoined to the supplier.

W. Surety: An individual or entity who promises, in writing, to make good the debt or default of a Contractor or other entity.

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

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

IN WITNESS THEREOF:
This agreement is entered into as of the day and year first written above.

CONTRACTOR	THE DISTRICT
Name & Title of Authorized Signatory: Date: Signature:	Name & Title of Authorized Signatory: 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

CONTRACT AGREEMENT SUPPLEMENTARY CONDITIONS

THE DISTRICT:	CONTRACTOR:	CONTRACT DATE:
Horry County Schools 335 Four Mile Road P.O. Box 260005 Conway, South Carolina 29528-6005 **Phone:** 843-488-	**Phone:**	**PROJECT NAME:** Integrated Project Delivery (IPD) Svcs.to Construct a Replacement Facility for the Existing Whittemore Park Middle School **PROCUREMENT NUMBER:** 2122-2VS

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. Purpose: The Owner, Architect and Contractor have agreed to plan, design and construct the Project in a collaborative environment following the principles of Integrated Project Delivery and to maximize the use of their knowledge, skill, and services for the benefit of the Project. The Architect and Contractor will deliver the Project in the following phases, which may overlap: Conceptualization, Criteria Design, Detailed Design, Implementation Documents, Construction and Closeout.

1.1 The Owner has retained the following Architect for the design and construction administration services for this Project:
(List name, legal status, address and other information)

2. Pre-Construction services: The Contractor shall be responsible for additional services after execution of this agreement and before construction is scheduled to begin. Except for services required due to the fault of the Contractor, any services provided in accordance with this Section 1 shall entitle the Contractor to compensation pursuant to section 2.

2.1 Estimating services. The Contractor shall provide estimates of the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractor's general conditions costs, overhead and profit (Contractor's Estimate).

2.2 Constructability review. The Contractor shall review the planned work with the Architect and District and provide an analysis of the methods and sequences proposed for constructing the work. The Contractor's main focus should be the timely and economical sequencing of the work.

2.3 Scheduling: The Contractor shall plan the work as necessary to ensure an economical, safe and reasonable sequence to the work. This is to include, utility interruptions, job site security, material deliveries, storage, waste management, egress from occupied portions of the project, inspections, owner occupancy, substantial completion and final completion, etc.

3. Contractor's Fee:
3.1 For the Contractor's performance of services defined as Pre-construction services and performed prior to the issuance of the Notice to Proceed with construction, the Owner shall pay the Contractor as follows:
(Insert amount of, or basis for, compensation for Pre-Construction Services)

3.2 Expenses of the Contractor's performance of Pre-Construction Services are included in the compensation for the Contractor's Pre-construction Services, and include expenses incurred by the Contractor and the Contractor's Subcontractors directly related to the Project, except the following, which shall be Reimbursable Expenses:

3.3 Fees paid for securing approval of authorities having jurisdiction over the Project: Other similar Project-related expenditures incurred in performance of the Pre-Construction Services, where the expense is extraordinary and unforeseeable expense in a reasonable amount, so long as the expense was incurred for the advancement of the Project and not solely for the benefit of the Contractor or a Subcontractor.

3.4 For Reimbursable Expenses the compensation shall be the expenses incurred by the Contractor and the Contractor's Subcontractors plus an administrative fee of ten percent (10 %) of the expense incurred.

3.5 For the Contractor's performance of the Work after Notice to Proceed with construction, the Owner shall pay to the Contractor the Contract sum in current funds. The Contract Sum consists of the Contractor's Fee plus the Cost of the Work as agreed upon.

3.6 Contractor's Fee shall be determined as follows:
(State a lump sum, percentage of the Cost of Work or other provision for determining the Contractor's Fee.)

3.6.1 Compensation for use of Contractor's instrument of service. If the Owner terminates the Contractor for its convenience under this contract, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Contractor's Instrument of Service solely for the purpose of the Project as follows:

One Dollar ($1.00).

4. See Section 4 Ownership of Documents in the *Contract Agreement*: Add the following:

4.1 The Contractor and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and the Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

4.2 The Contractor and the Contractor's Subcontractors shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for the similar purpose in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Contractor and the Contractor's Subcontractors.

4.3 Upon execution of this Agreement, The Contractor grants to the Owner a nonexclusive license to use the Contractor's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Contractor shall obtain similar nonexclusive licenses from the Contractor's Subcontractors consistent with this Agreement. The license granted under this section permits the Owner to authorize the Architect and the Architect's consultants, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project.

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

37. Subcontractor Administration and Contractual Requirements: Revise section 37 of the *Contract Agreement* to read: The Contractor will be responsible for determining the applicable subcontractors and the District can make a request for a change if the District determines it is in the District's best interest. The Contractor shall warrant to the District, by execution of the *Contract Agreement,* each subcontract shall a) preserve and protect the rights of the District with nothing prejudicing those rights, b) assume all the obligations and responsibilities the Contractor assumes under the Contract Documents, and c) assume all rights, remedies and redresses against the Contractor which the Contractor has against the District in the Contract Documents. The Contractor shall make available to each subcontractor, prior to execution of a subcontract, a copy of this *Contract Agreement* to which the subcontractor shall be bound.

67. Schedule of Values: Revise section 67 of the *Contract Agreement* to read: The Contractor shall submit to the District, before the first Application for Payment submitted for the construction of the Work, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepare in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. This schedule, once accepted by the Owner, shall be the basis for reviewing the Contractor's Application for payment.

IN WITNESS THEREOF:
This agreement is entered into as of the day and year first written above.

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

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

SCOPE OF WORK (Exhibit A)

PROJECT NUMBER: 2122-2VS	PROJECT NAME: IPD Svcs. To Construct a Replacement Facility for the Existing Whittemore Park Middle School

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

DISTRICT PROJECT MANAGER:
Name: TBD
Telephone: Fax: : E-mail: @horrycountyschools.net Mobile:

OTHER PROJECT REPRESENTATIVE(S):
Name: Joe Burch
Telephone: 843-488-6712 Fax: 843-488-6714 E-mail: jburch@horrycountyschools.net Mobile: 843-421-3285

ARCHITECT / ENGINEER:
Firm: TBD
Contact:
Phone:
Email:

CONTRACTOR'S PRINCIPAL/OWNER:
Name:
Telephone: Fax: E-mail: Mobile:

CONTRACTOR'S PROJECT MANAGER: (if required)
Name:
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
- ☐ Other:
- ☐ Other:

PERMITS, INSPECTIONS, APPROVALS OF REGULATORY AUTHORITY AND ASSIGNED RESPONSIBILITY:
No building permit will be issued. The Office of School Facilities (OSF) is the authority having jurisdiction. Chapter 1 and Chapter 17 inspections will be performed by an independent testing agency retained by the District. Test and Balance inspection will be performed by an independent testing agency retained by the District. All site improvements must comply with the City of Conway, SC planning and zoning requirements.

DETAILED DESCRIPTION OF WORK TO BE PERFORMED:
The Contractor shall furnish all labor, materials, tools, equipment, and incidentals necessary to satisfactorily perform and complete the **Integrated Project Delivery (IPD) Services to Construct a Replacement Facility for the Existing Whittemore Park Middle School** in strict accordance with the Contract Documents listed in Exhibit B of this Contract.

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: 2122-2VS	PROJECT NAME: IPD Svcs. to Construct a Replacement Facility for the Existing Whittemore Park Middle School

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

DRAWINGS LISTING DRAWINGS PREPARED BY:

SHEET NO.	TITLE	DATE	IDENTIFICATION
	After award, drawings will be developed in conjunction with and then issued		
	by the District's awarded architect.		

SPECIFICATIONS LISTING SPECIFICATIONS PREPARED BY:

SECTION NO.	TITLE	DATE	IDENTIFICATION	PAGES
	After award, specifications will be developed in conjunction with and then			
	Issued by the District's awarded architect.			

ADDENDA LISTING ADDENDA PREPARED BY: n/a

ADDENDUM NO.	TITLE	DATE	IDENTIFICATION	PAGES

End of Exhibit B

SCHEDULE OF VALUES (Exhibit C)

PROJECT NUMBER: 2122-2VS	PROJECT NAME:	IPD Svcs. to Construct a Replacement Facility for the Existing Whittemore Park Middle School

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

End of Exhibit C

PROJECT SCHEDULE (Exhibit D)

PROJECT NUMBER: 2122-2VS	PROJECT NAME:	IPD Svcs. to Construct a Replacement Facility for the Existing Whittemore Park Middle School

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

PROJECT COMMENCEMENT DATE:

- Immediately upon date of contract execution and issuance of HCS purchase order for pre-construction services;
- Upon Issuance of HCS Notice to Proceed Purchase Order for construction services

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: TBD

PROJECT SUBSTANTIAL COMPLETION DATE: TBD

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:

MILESTONES / DELIVERABLES	DELIVERY DATE
Schedule as agreed upon by HCS, General Contractor, and Architect	
NOTE: HCS anticipates that construction should begin late 2022 and be substantially complete in June 2024 with classes beginning in August 2024.	

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

End of Exhibit D

CHANGE ORDER PROCEDURES (Exhibit E)

PROJECT NUMBER: 2122-2VS	PROJECT NAME:	IPD Svcs. to Construct a Replacement Facility for the Existing Whittemore Park Middle School

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)

CONTRACT CHANGE PRICING

NAME OF CONTRACTOR OR SUBCONTRACTOR: _____

NAME OF PROJECT: 2122-2VS IPD Svcs. to Construct a Replacement Facility for the Existing Whittemore Park Middle School **CHANGE NUMBER:** _____

BRIEF DESCRIPTION OF WORK: _____

Materials – Name of Items	Quantity	Unit Price	Extended Price
		SUB-TOTAL MATERIALS:	
		Shipping/Delivery:	
		Miscellaneous Materials (Not to exceed $100):	
		South Carolina Sales Tax (7%):	
		Credit on Returned Items (Including Sales Tax):	
		(A.) TOTAL ALL MATERIALS:	

Equipment Leased / Rented	No. Hours	Cost Per Hour	Extended Price
		SUB-TOTAL EQUIPMENT:	
		South Carolina Sales Tax (7%):	
		Credit on Returned Items (Including Sales Tax):	
		(B.) TOTAL ALL EQUIPMENT:	

Other Costs (Specify)	Cost
(C.) TOTAL ALL OTHER COSTS:	

Contractor Initials: _____ District Initials: _____

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

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

(FOR SUBCONTRACTORS ONLY)	
(F.) SUBCONTRACTOR OVERHEAD & PROFIT ON TOTAL DIRECT COSTS (Maximum 10%):	
(E. + F. = G.) TOTAL SUBCONTRACTOR DIRECT COSTS, OVERHEAD & PROFIT:	
(H.) APPLICATION OF SUBCONTRACTOR BOND PREMIUM (If bond required by Contractor.) (Maximum 1%)**:**	
(G. + H. = I.) GRAND TOTAL SUBCONTRACTOR COSTS:	

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

CHANGE ORDER

PROJECT NUMBER (if any): 2122-2VS	**EFFECTIVE DATE:**	
PROJECT NAME: IPD Svcs. to Construct a Replacement Facility for the Existing Whittemore Park Middle School		
CONTRACTOR NAME:	**CHANGE ORDER NO:**	

DETAILED DESCRIPTION OF CHANGE TO THE PROJECT OR TO THE TERMS, CONDITIONS, SPECIFICATIONS OR DRAWINGS:

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.

Contractor Initials: _____ District Initials: _____

PAYMENT PROCEDURES (Exhibit F)

PROJECT NUMBER: 2122—2VS	PROJECT NAME:	IPD Svcs. to Construct a Replacement Facility for the Existing Whittemore Park Middle School

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: IPD Svcs.to Construct a Replaceme
Facility for the Existing Whittemore Park Middle School

APPLICATION DATE: _____

PERIOD TO: _____

FROM: _____

PROJECT NO: 2122-2VS

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, informationand 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.

Contractor Initials _____ District Initials _____

CONTINUATION SHEET

SCHEDULE OF VALUES

INVOICE NO: 1

PERIOD NO:

(Thru end of the month)

IPD Svcs. to Construct a Replacement Facility for the Existing Whittemore Park Middle School

PROJECT NO: 2122-2VS

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO:	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
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 fromPrevious 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 form G

Contractor Initials _____ District Initials _____

CERTIFICATE OF INSURANCE (Exhibit G)

PRODUCING AGENT: (Name and Business Address) Contact Person: Phone: Best Policy Holder Rating: ☐ A+ ☐ A ☐ A- ☐ B+ ☐ B Financial Strength Rating: ☐ Class III ☐ Class IV ☐ 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: Valiant Sommers Phone: 843-488-6938	PROJECT / BID NUMBER: 2122-2VS PROJECT NAME: IPD Svcs. to Construct a Replacement Facility for the Existing Whittemore Park Middle School

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:

INFORMATION FOR OFFERORS TO SUBMIT

The Offeror shall prepare a response to all of the following questions and shall submit to Horry County Schools as stated in the Proposal Special Instructions section "Number of Copies to be Submitted".

Each SECTION should begin on a separate sheet.

SECTION 1: Signatory/Information Sheets (0)

The proposal package shall begin with a cover letter, briefly identifying the offering firm and the Principal submitting the offer. Clearly state the strengths of the proposed team and what would distinguish this team from other firms.

Additionally, the cover letter shall include contact information, along with a brief history of the firm, including ownership and state of incorporation. Describe any changes that have occurred in the firm's organization in the past five (5) years, including any name changes or consolidations. List the location of office(s) that will be involved in this contract.

The *Official Submission Form* shall follow the cover letter and all questions on the form shall be answered and addenda acknowledged.

Any proprietary information that respondents wish to keep confidential must be clearly so identified in the Submittals. Horry County Schools shall not be responsible for any unintentional disclosure of the confidential information.

Following the *Official Submission Form*, the Principal shall indicate on a separate sheet any exceptions to the terms and conditions of this contract manual and suggest an alternate condition. Please be sure the solicitation condition is clearly identified. The Principal is cautioned that the District has the right to accept or reject any proposed alternate conditions and that listing of alternate conditions which could alter the relative standing of the Offerors could make the offer non-responsive to the solicitation requirements. Firms are encouraged to submit any requests for contract changes by the time required in the solicitation for submission of questions, requests for qualifications, etc.

SECTION 2: The Ability, Capacity, and Skill of the Offeror's Key Personnel to Perform the Contract or Provide the Service Required. (25)

Identify Principal, Project Manager, Project Superintendent the Firm intends to staff the projects and meet the District's oversight and reporting requirements.

2.1 Provide an organizational chart for the Offering company. Indicate position titles and number of persons holding those positions. Names of employees holding positions not required.

2.2 Provide detailed employee resumes for those persons performing the following functions. (*Limit your response to 2 people per function.)*

a. Project Principal in Charge
b. Project Manager
c. Jobsite Superintendent

SECTION 3: The Experience of the Offeror—especially on Similar Educational Projects in South Carolina. (25)

3.1 Provide five (5) projects completed within the last ten (10) years with pictorial representation. Describe the scope of the project, construction type, and timeframe of work to existing public buildings (preferably schools) and challenges accomplished. Within each description, include the following information:

a. District/Owner name, contact person, phone number, and email address
b. Architect name, contact person, phone number, and email address
c. Brief description of the project constructed including square footage and unique facilities and systems
d. Original and final contract amounts and the number of change orders
e. Original and actual dates of substantial completion for occupancy
f. Original and actual dates for final completion of the project
g. Major Challenge and solution
h. Name of the Project Manager and Site Superintendent

NOTE: Highlight any projects that were accomplished using Integrated Project Delivery (IPD) methodology.

3.2 Briefly describe any experience the firm has had with an Integrated Project Delivery (IPD) system as a General Contractor.

3.3 Briefly describe knowledge of and ability to comply with South Carolina Office of School Facilities' rules, regulations, and guidelines, along with the State Fire Marshall.

3.4 Summarize and/or address the unique capabilities and experience of the Offeror that differentiates the firm from others in the K-12 school construction field.

SECTION 4: The Sufficiency of Financial Resources and Ability of the Offeror to Perform the Contract or Provide the Service Required. (25)

The District wants to insure that the selected Firm has the capacity to perform the required services for the duration of their contracted services.

4.1 Submit verification of the Firm's maximum, current bonding capacity and ability to obtain liability insurance.

4.2 Provide a copy of your Contractor's License and Construction Management License.

4.3 Describe any changes within the firm's organization that are anticipated to occur within the next 3 years.

4.4 Briefly describe cost control capabilities as they relate to construction management of a K-12 school construction program including, but not limited to:

a. Ability to stimulate interest in and attract quality subcontractors and suppliers
b. Methodology for cash flow liquidity to facilitate prompt payment of subcontractors and suppliers
c. Methodology for cultivation of minority and women business enterprises

4.5 Include forms requested (W-9, Liability and Worker's Compensation)

SECTION 5: The Demonstrated Experience of the Offeror in Pre-Construction Phase Services and On-Budget, On-Time Completion of Construction Phase Services, as verified by references. (25)

5.1 Briefly describe pre-construction management services and activities within the capability of your firm as they relate to K-12 school construction program including, but not limited to:

a. Constructability Reviews
b. Systems and Equipment Value Analysis
c. Cost Estimating, Budgeting, Programming, and Scheduling

5.2 List three (3) professional references for the firm referencing similar educational projects which included an emphasis on performing pre-construction and general construction activities. Provide the Project Name, Contact Person, Address, Email Address, Phone Number, and the School District for which the work was done. These references are to be from the specific projects listed in Section 3 above.

FEE INFORMATION:

Pre-construction and Construction Phase fees and Division One costs are NOT and evaluation criteria. However, proposers must include this information in a separate envelope/file marked "CONFIDENTIAL: FEE; FIRM NAME: _____" with the following information enclosed. (Assume a $58 Million new middle school)

a. Pre-Construction Phase Fee (lump sum $ amount):
b. Construction Phase Fee (not including general conditions): % of cost of the work
c. Division One Costs: $

Please note that all fees and costs will be determined as part of the contract negotiating process.

End of *Information for Offerors to Submit*

IX. OFFICIAL SUBMISSION FORM

OFFICIAL SUBMISSION FORM		
	Solicitation Type:	Request for Proposals (RFP)
	Solicitation Number	2122-2VS
	Date Issued	7/8/2021
	Procurement Specialist	Valiant Sommers, CPPB, NIGP-CPP
	Phone	(843) 488-6938
	E-Mail Address	vsommers@horrycountyschools.net
	Address	HCS, Procurement Office
		Mailing: PO Box 260005 Building B, Room 300 Conway, SC 29528
		Physical: 335 Four Mile Road Building B, Room 300 Conway, SC 29526

Offeror shall note that submission of a response to this Request for Proposals authorizes the District or its agents/representatives to make inquiries concerning the Offeror and the offer submitted from any entity it deems appropriate.

SECTION 1: Signatory Information

Date of Offer: _____ Federal Identification Number: _____

Offeror Firm/Company Name: _____

Offeror Mailing/Street Address: _____

Offeror City / State / Zip: _____

Telephone Number: _____ Fax Number: _____

Website Address: _____

Name / Title of Authorized Agent: _____

Signature of Authorized Agent: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Employee Name Licensed With SC Licensing Board (Qualifier): _____ License Number: _____

Number of Years as a GC Firm: _____ Number of Years Principal with Company: _____

Signature above indicates that the Principal has the authority to bind the Offeror in a contract and that all responses contained in this submission are true and correct.

Is the Principal on this cover sheet legally authorized to bind the Offeror ? ☐ Yes ☐ No

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provisions).

Acknowledgement of Addenda issued: Offerors acknowledge by receipt of addenda indicating amendment number and its date of issue.

Acknowledge receipt of all addenda issued:

Addendum Number: _____ Initials: _____
Addendum Number: _____ Initials: _____
Addendum Number: _____ Initials: _____

Offeror Firm/Provider Name: _____

MINORITY PARTICIPATION AFFIDAVIT (JAN 2006):

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?_____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: http://www.govoepp.state.sc.us/osmba/.

[04-4015-1]

SECTION 2

Ability, Capacity and Skill of Offeror's Key Personnel

Position	Minimum Requirements	Name
Principal	10 yrs. Comm. Const. Exp. OR 5 yrs. School Const. Exp.	
Project Manager (PM)	2 yrs. Working for Offeror	
Superintendent	2 yrs. Working for Offeror	
Other (List title)		
Other (List title)		

Number of years Offeror has been in business: _____

Number of years Offeror has been in business in SC or had an office in the state: _____

Number of years Principal has been part of the firm: _____

Number of projects completed for school districts in the past five (5) years: _____

Number of projects completed for other governmental entities in past five (5) years: _____

Total number of projects completed in the past five (5) years: _____

Total number of projects completed for Horry County Schools in the past five (5) years: _____

Total percentage completed by SC certified Minority Business _____

Total number of projects completed in the last five (5) years on schedule: _____

Total number of projects completed in the last five (5) years within 10% of estimated budget: _____

Number of litigations/debarments filed against the firm in the last five (5) years: _____

Number of licensing reprimands, revocations, cease and desist orders, etc. filed on Principal:
(If other than "0", provide details on a separate sheet.) _____

SECTION 3

Experience of the Offeror on Similar Educational Projects in SC

Offering Firm's Name: _____

Construction Examples (***Representative floor plans, elevations, and other images that show the scope and complexity of the project are required.)*:**

1.

District / Project Owner:				
Location:				
Contact Person:		Contact Info:		
Telephone Number:				
Architect Name:				
Describe Project Scope:				
Time Frames:	Contractual Construction Start:		Contractual Substantial Completion:	
	Actual Construction Start:		Actual Substantial Completion:	
	Contractual Final Completion:		Actual Final Completion:	
Costs & Change Orders:	Original Contract Amount:		Final Contract Amount:	
	# of Change Orders:			
Major Challenge:				
Solution:				
Key personnel participation & Role				

2.

District / Project Owner: _____

Location: _____

Contact Person: _____ Contact Info: _____

Telephone Number: _____

Architect Name: _____

Describe Project Scope: _____

Time Frames:
- Contractual Construction Start: _____
- Contractual Substantial Completion: _____
- Actual Construction Start: _____
- Actual Substantial Completion: _____
- Contractual Final Completion: _____
- Actual Final Completion: _____

Costs & Change Orders:
- Original Contract Amount: _____
- Final Contract Amount: _____
- # of Change Orders: _____

Major Challenge: _____

Solution: _____

Key personnel participation & Role _____

3.

District / Project Owner: _____

Location: _____

Contact Person: _____ Contact Info: _____

Telephone Number: _____

Architect Name: _____

Describe Project Scope: _____

Time Frames:
- Contractual Construction Start: _____
- Contractual Substantial Completion: _____
- Actual Construction Start: _____
- Actual Substantial Completion: _____
- Contractual Final Completion: _____
- Actual Final Completion: _____

Costs & Change Orders:
- Original Contract Amount: _____
- Final Contract Amount: _____
- # of Change Orders: _____

Major Challenge: _____

Solution: _____

Key personnel participation & Role _____

4.

District / Project Owner: _____

Location: _____

Contact Person: _____ Contact Info: _____

Telephone Number: _____

Architect Name: _____

Describe Project Scope: _____

Time Frames:	Contractual Construction Start:		Contractual Substantial Completion:	
	Actual Construction Start:		Actual Substantial Completion:	
	Contractual Final Completion:		Actual Final Completion:	
Costs & Change Orders:	Original Contract Amount:		Final Contract Amount:	
	# of Change Orders:			

Major Challenge: _____

Solution: _____

Key personnel participation & Role _____

5.

District / Project Owner: _____

Location: _____

Contact Person: _____ Contact Info: _____

Telephone Number: _____

Architect Name: _____

Describe Project Scope: _____

Time Frames:	Contractual Construction Start:		Contractual Substantial Completion:	
	Actual Construction Start:		Actual Substantial Completion:	
	Contractual Final Completion:		Actual Final Completion:	
Costs & Change Orders:	Original Contract Amount:		Final Contract Amount:	
	# of Change Orders:			

Major Challenge: _____

Solution: _____

Key personnel participation & Role _____