	Fort Mill School District Request for Bids	Solicitation Number: #19-025	<i>Debi Gantt</i>
		Date Issued: November 6, 2019 Procurement Specialist: Phone: (803) 548-2527 E-Mail Address: ganttd@fortmillschools.org	

DESCRIPTION: **Springfield Elementary Student Drop-Off Loop Extension**

Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
 Fort Mill School District
 2233 Deerfield Drive
 Fort Mill, SC 29715

PHYSICAL ADDRESS:
 Fort Mill School District
 2233 Deerfield Drive
 Fort Mill, SC 29715

SUBMIT OFFER BY: **10:00 a.m. November 20, 2019**

(See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **11:00 a.m. November 15, 2019**

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original**

CONFERENCE TYPE: **MANDATORY**

DATE & TIME: **Tuesday, November 12, 2019
10:00 a.m.**

LOCATION: **Springfield Elem. School
1691 Springfield Parkway
Fort Mill, SC 29715**

AWARD &
AMENDMENTS

Award will be posted on or around November 21, 2019. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.fortmillschools.org/departments/procurement/>

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 thirty (30) calendar days after the Opening Date.

(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

☐ Sole Proprietorship

☐ Partnership

☐ Other

(See "Signing Your Offer" provision.)

☐ Corporate entity (not tax-exempt)

☐ Corporation (tax-exempt)

☐ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)	
	Area Code - Number - Extension	Facsimile
	E-mail Address	

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
	<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)

Minority Participation: Are you a SC Certified Minority Vendor <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, SC Certification # _____ Are you a Non SC Certified Minority Vendor <input type="checkbox"/> Yes <input type="checkbox"/> No		
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End of Page Two

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

II. INSTRUCTIONS TO OFFERORS - A. General Instructions

BID BOND (MODIFIED - JAN 2006): Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina or a certified check. The amount of surety shall be five per cent (5%) of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to the Fort Mill School District.

DEFINITIONS, CAPITALIZATION, AND HEADINGS (MODIFIED - DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BOARD means Fort Mill School District Board of Trustees.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

BUYER means the Procurement Specialist or his/her designee.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Specialist, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Specialist to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

DISTRICT means Fort Mill School District (FMSD)

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT SPECIALIST means the person, or his successor, identified as such on the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the District.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION (MODIFIED - JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should check for the issuance of Amendments (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date in the space provided for this purpose on Page Two or (2) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT (MODIFIED – FEB 2015): All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Specialist. Unless specifically delegated in writing, the Procurement Specialist is the only District official authorized to bind the District with regard to this procurement or the resulting contract.

AWARD NOTIFICATION (FEB 2015): Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT (MODIFIED – JAN 2004): By submitting Your Bid or Proposal, You are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with the District. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD (MODIFIED – JAN 2004): In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Specialist in writing.

BID IN ENGLISH and DOLLARS (JAN 2004): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

AUTHORITY AS PROCUREMENT AGENT (MODIFIED – DEC 2015): The Procurement Specialist is an employee of the District acting on behalf of the District pursuant to Fort Mill School District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board of Trustees is not a party to such contracts, unless and to the extent that the Board is a using District department, and bears no liability for any party's losses arising out of or relating in any way to the contract.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that –

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of the certification; or
- (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1)

through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
 - (i) Offeror and/or any of its Principals-
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE (MODIFIED – JAN 2006): The Fort Mill School District Procurement Code is available at http://www.fortmillschools.org/departments/procurement/procurement_code/

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015):

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an

unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DEADLINE FOR SUBMISSION OF OFFER (MODIFIED – JAN 2004): Any offer received after the Procurement Specialist or his/her designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the District's mail room which services the purchasing office prior to the bid opening

DRUG FREE WORKPLACE CERTIFICATION (JAN 2004): 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.

DUTY TO INQUIRE (MODIFIED – FEB 2015): Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors."

ETHICS CERTIFICATE (MAY 2008): 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 statute requires 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 officials; 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 8-13-755, prohibiting public official with economic interest 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 officer at the same time the law requires the statement to be filed.

OMIT TAXES FROM PRICE (MODIFIED – JAN 2004): Do not include any sales or use taxes in your price that the District may be required to pay.

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.

PROTESTS (MODIFIED – JUN 2006): 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 ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the Solicitation #19-025 SFES Student Drop Off Loop Extension

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 appropriate Procurement Specialist within the time provided. (Article 17-4210 of Fort Mill School District Procurement Code)

PROHIBITED COMMUNICATIONS AND DONATIONS (MODIFIED - 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 District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Specialist.* All communications must be solely with the Procurement Specialist. [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 District during the period beginning eighteen months prior to the Opening Date.*

PUBLIC OPENING (JAN 2004): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (MODIFIED - FEB 2015): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Specialist no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Specialist, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Specialist -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

All questions shall be in writing and submitted to Debi Gantt via Email, Fax, or Mail. Please send questions to:

Mailing Address: Fort Mill School District
Debi Gantt
2233 Deerfield Drive
Fort Mill, SC 29715

Email: ganttd@fortmillschools.org
Fax: (803) 547-4696

REJECTION/CANCELLATION (MODIFIED - JAN 2004): The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. (Article 5-1710 of Fort Mill School District Procurement Code)

RESPONSIVENESS/IMPROPER OFFERS (MODIFIED - JUN 2015): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a

Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Specialist.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Specialist determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

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 it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISTRICT OFFICE CLOSINGS (MODIFIED – JAN 2004): If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

SUBMITTING CONFIDENTIAL INFORMATION (MODIFIED - FEB 2015):

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or

some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008):

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that sub-Contractor for work pursuant to the contract. The sub-Contractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the sub-Contractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the sub-Contractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the sub-Contractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the Contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding sub-Contractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

VENDOR REGISTRATION (MODIFIED – JAN 2006): We encourage you to register with Fort Mill School District when you retrieve our Bid Documents. Our registration system is powered by Vendor Registry. To register, visit our website at <http://www.fortmillschools.org/>, select "Departments," select "Procurement," and select "Vendor Registration." There is no cost for you to register with Fort Mill Schools. Please note that if you would like to receive notifications of solicitations, awards, or amendments for our solicitations, you will need to register your business with Vendor Registry. If you do not register, it will be your responsibility to check our website for updates, amendments, and awards of our solicitations.

WITHDRAWAL OR CORRECTION OF OFFER (MODIFIED – JAN 2004): Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by Article 5-1520 of Fort Mill School District Procurement Code.

II. INSTRUCTIONS TO OFFERORS -- B. Special Instructions

CLARIFICATION (MODIFIED – NOV 2007): Pursuant to Article 5-1520.8, the Procurement Specialist may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

PROTEST – ASSISTANT SUPERINTENDENT OF FINANCE ADDRESS (MODIFIED - JUN 2006): Any protest must be addressed to the Assistant Superintendent of Finance, Fort Mill School District, and submitted in writing

(a) by email to lordol@fortmillschools.org,

(b) by facsimile at (803) 547-4696, or

(c) by post or delivery to Leanne Lordo, Assistant Superintendent of Finance, 2233 Deerfield Drive, Fort Mill, SC 29715.

SITE VISIT – MANDATORY (JAN 2006): See Site Visit Clause. Your failure to attend site visit shall result in rejection of your offer.

SITE VISIT (MODIFIED - JAN 2006): A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Date & Start Time:	Tuesday, November 12, 2019 at 9 am
Contact Person's Name:	Debra Gantt
Contact's Phone Number:	803-548-8202

Location:	Springfield Elementary School 1691 Springfield Parkway Fort Mill, SC 29715
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III. SCOPE OF WORK / SPECIFICATION

Fort Mill School District Four is soliciting offers from qualified contractors for the student drop off line at Springfield Elementary School.

Work is to start December 19, 2019 and must be complete no later than January 3, 2020.

SITE SUMMARY:

SITE SUMMARY

PROJECT NAME: SPRINGFIELD ELEMENTARY SCHOOL
STUDENT DROP-OFF LOOP EXTENSION

EXISTING SITE USE: INSTITUTIONAL (ELEMENTARY SCHOOL)
PROPOSED SITE USE: INSTITUTIONAL (ELEMENTARY SCHOOL)

DEVELOPER: FORT MILL SCHOOL DISTRICT - YORK 4
2233 DEERFIELD DRIVE
FORT MILL, SC 29715

TAX PARCEL NO.: 0202-10-1301

PROPOSED AREA OF DISTURBANCE: 0.467 AC.
PROPOSED STUDENT DROP-OFF LOOP EXTENSION LENGTH: 273 LF

STREET CENTERLINE:

STREET CENTERLINE LINE TABLE		
LINE	LENGTH	BEARING
L1	46.11	

STREET CENTERLINE CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	226.85	70.91	2473.24	141.77		

DEMOLITION:

DEMOLITION NOTES

1. THE PURPOSE OF THIS PLAN IS FOR DEMOLITION ONLY. THIS IS NOT INTENDED TO SERVE AS A BOUNDARY SURVEY.
2. ALL NECESSARY PERMITS FOR DEMOLITION SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO BEGINNING WORK. ANY OFF SITE AREAS DISTURBED SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION.
3. DEMOLITION MATERIALS NOT SUITABLE FOR FILL MATERIAL SHALL BE LEGALLY DISPOSED OF OFF SITE. ALL DEBRIS SHALL BE HAULED OFF SITE TO A DISPOSAL AREA APPROVED BY THE STATE OF SOUTH CAROLINA FOR THE HANDLING OF DEMOLITION DEBRIS.
4. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR CONTACTING ALL APPROPRIATE UTILITIES AND ENSURING THAT UTILITIES ARE LOCATED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION/DEMOLITION ACTIVITIES ACCORDING TO SOUTH CAROLINA STATE LAW. CONTRACTOR SHALL VERIFY LOCATION AND DEPTHS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
5. ALL DEMOLISHED MATERIAL EXCEPT THAT BELONGING TO A PUBLIC OR PRIVATE UTILITY COMPANY SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY PROVIDER WHEN WATER, SEWER, GAS, POWER, OR COMMUNICATION LINES AND/OR METERS ARE TO BE REMOVED OR RELOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING ALL UTILITIES IN COMPLIANCE WITH THE TOWN OF FORT MILL AND UTILITY PROVIDER REQUIREMENTS.
6. ALL STRUCTURES NOT LABELED FOR DEMOLITION SHALL BE PROTECTED FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION. ANY STRUCTURES THAT ARE TO REMAIN THAT ARE DAMAGED SHALL BE REPAIRED BY THE CONTRACTOR TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION AT NO ADDITIONAL COST TO THE OWNER. THE OWNER AND ENGINEER SHALL BE IMMEDIATELY NOTIFIED OF DAMAGE TO ANY EXISTING STRUCTURE.
7. ALL CURB AND GUTTER NOTED FOR REMOVAL SHALL BE REMOVED TO THE NEAREST JOINT BEYOND NEW CONSTRUCTION OR CUT WITH A SAW AND REMOVED.
8. ALL ASPHALT CUTS SHALL BE MADE WITH A SAW WHEN PREPARING PAVED SURFACES FOR PATCHING OR WIDENING.
9. INSTALL SILT FENCE PER THE APPROVED EROSION CONTROL PLANS SHALL BE IN PLACE PRIOR TO DEMOLITION OPERATIONS.
10. NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS, AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC SHALL BE PROVIDED AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

PROJECT CONSTRUCTION SEQUENCE:

PROJECT CONSTRUCTION SEQUENCE:

PHASE 1A: INITIAL LAND DISTURBANCE

1. OBTAIN LAND DISTURBANCE APPROVAL FROM THE YORK COUNTY STORMWATER DEPARTMENT.
2. HOLD A PRE-CONSTRUCTION MEETING (ON-SITE IF MORE THAN TEN (10) ACRES ARE DISTURBED AND NON-LINEAR) WITH PERMITTEES, SWPPP PREPARERS, ENGINEERS, INSPECTORS, CONTRACTORS, AND COUNTY STORMWATER STAFF.
3. NOTIFY THE YORK COUNTY STORMWATER DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING LAND DISTURBANCE ACTIVITIES.
4. FLAG THE BUFFER ZONE(S).
5. OBTAIN DRIVEWAY PERMITS AND INSTALL CONSTRUCTION ENTRANCE(S).
6. CLEAR & GRUB ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
7. INSTALL PERIMETER CONTROLS (E.G. SILT FENCE).
8. CONTACT THE YORK COUNTY STORMWATER DEPARTMENT FOR AN ON-SITE INSPECTION. UPON APPROVAL, FURTHER LAND DISTURBING ACTIVITIES MAY BEGIN.

PHASE 1B: CONSTRUCTION PHASE - GRADING OPERATION

9. LIMIT CLEARING AND GRUBBING OF SITE TO AREAS THAT WILL BE MASS GRADED. SEDIMENT & EROSION CONTROL MEASURES FOR THESE AREAS MUST ALREADY BE INSTALLED AND SHALL BE MAINTAINED AS GRADING PROGRESSES UNDER THIS PHASE. WHENEVER POSSIBLE, EXISTING VEGETATION SHALL REMAIN IN PLACE TO PREVENT EROSION OF SITE.
10. BEGIN ROUGH GRADING.
11. AS SITE IS GRADED, CONTRACTOR SHALL MINIMIZE THE AMOUNT OF STORMWATER FLOWING OVER FILL SLOPES BY USING DIVERSION DITCHES WITH CHECK DAMS AND SLOPE DRAINS. ADDITIONAL MEASURES MAY BE NEEDED AS GRADING PROGRESSES.
12. ONCE AREAS ARE BROUGHT TO FINAL GRADE, THEY SHALL BE SEED AND FERTILIZED AS SOON AS POSSIBLE.

DHEC NOTES:

SCDHEC STANDARD NOTES:

1. IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING. IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
 - WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK. IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 ET SEQ. AND SCR100000.

8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
9. ALL WATERS OF THE STATE (WOS), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WATERS OF THE STATE.
10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
11. A COPY OF THE SWPPP, INSPECTIONS RECORDS, AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
12. INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3H:1V OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
13. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
14. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
15. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DEWATERING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPs (SEDIMENT BASIN, FILTER BAG, ETC.).
16. THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 - WASTEWATER FROM WASHOUT OF CONCRETE, UNLESS MANAGED BY AN APPROPRIATE CONTROL;
 - WASTEWATER FROM WASHOUT AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS;
 - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE; AND
 - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
17. AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
18. IF EXISTING BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SC'S WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IF IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPs MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
19. A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES. FOR NON-LINEAR PROJECTS THAT DISTURB 10 ACRES OR MORE THIS CONFERENCE MUST BE HELD ON-SITE UNLESS THE DEPARTMENT HAS APPROVED OTHERWISE.

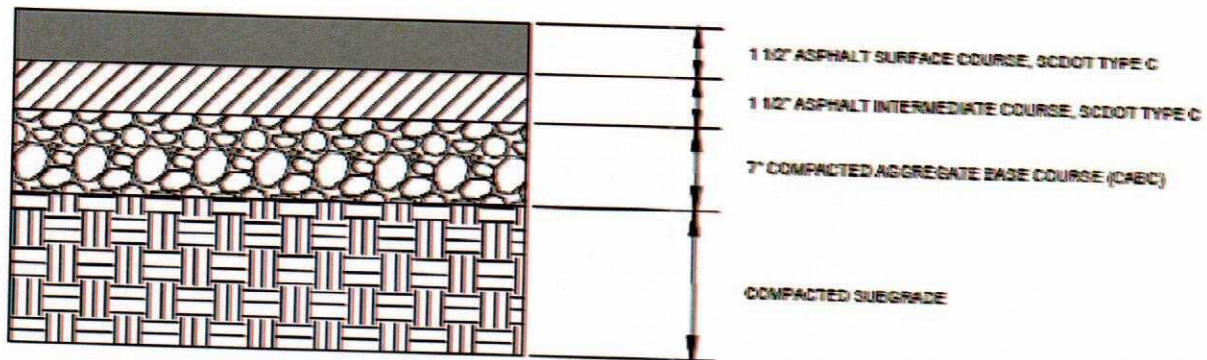
GRADING NOTES:

GRADING NOTES

1. EXISTING TOPOGRAPHICAL DATA OBTAINED FROM 'TOPOGRAPHICAL SURVEY OF SPRINGFIELD ELEMENTARY SCHOOL STUDENT DROP OFF LOOP EXTENSION' DATED OCTOBER 14, 2019.
2. THIS PROPERTY IS SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAYS, UTILITIES, AND COVENANTS WHICH ARE OF RECORD.
3. WORK AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF THE UNIFIED DEVELOPMENT ORDINANCE OF TOWN OF FORT MILL AND SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
4. CONTRACTOR IS RESPONSIBLE, AT CONTRACTORS' EXPENSE, FOR ENSURING AND OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. THESE PERMITS MAY INCLUDE BUT ARE NOT LIMITED TO: GRADING, DEMOLITION, BLASTING, ZONING, BUILDING, DRIVEWAY, DETENTION, WATER AND SEWER PERMITS AND APPROVALS.
5. GRADING MORE THAN ONE ACRE WITHOUT AN APPROVED EROSION CONTROL PLAN IS A VIOLATION AND IS SUBJECT TO A FINE.
6. ANY GRADING PERFORMED BEYOND THE DENUDED LIMITS INDICATED ON THE CONSTRUCTION DOCUMENTS IS SUBJECT TO A FINE.
7. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFFSITE GRADING, WRITTEN PERMISSION MUST BE OBTAINED FROM THE ADJACENT PROPERTY OWNER(S).
8. CONTRACTORS SHALL BE FULLY RESPONSIBLE FOR CONTACTING ALL APPROPRIATE UTILITIES AND ENSURING THAT UTILITIES ARE LOCATED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION IN ACCORDANCE WITH SC STATE LAW. CONTRACTOR SHALL VERIFY LOCATION AND DEPTHS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
9. WHEN UNDERGROUND OBSTRUCTIONS NOT SHOWN ON THE CONSTRUCTION DRAWINGS (ROCK, PIPING, ETC.) ARE ENCOUNTERED, THE CONTRACTOR SHALL PROMPTLY REPORT THE CONFLICT TO THE OWNER'S ENGINEER. ALL CHANGES MUST BE APPROVED IN WRITING BY THE ENGINEER BEFORE CONSTRUCTION CAN PROCEED.

10. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ANY UTILITIES DAMAGED DURING CONSTRUCTION.
11. CLEARING AND GRUBBING SHALL BE PERFORMED WITHIN THE LIMITS SHOWN ON THE PLANS. ALL TIMBER, BRUSH, ROOTS, STUMPS, TREES, OR OTHER VEGETATION CUT DURING THE CLEARING OPERATIONS SHALL BECOME THE CONTRACTOR'S RESPONSIBILITY TO DISPOSE OF PROPERLY AND SHALL BE EITHER REMOVED FROM THE PROJECT SITE BY THE CONTRACTOR OR SATISFACTORILY DISPOSED OF ON-SITE WITH APPROVAL FROM THE OWNER.
12. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE PROPER REMOVAL OF ALL CONSTRUCTION WASTE AND DEBRIS. ALL WASTE AND DEBRIS SHALL BE LEGALLY DISPOSED OF AT AN OFFSITE LOCATION.
13. ROAD SHOULDERS, SWALES, BACK-OF-CURBS, AND CUT/FILL BANKS SHALL BE COMPLETELY DRESSED BY THE CONTRACTOR AND SEEDED AS SOON AS POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THESE AREAS UNTIL A PERMANENT STAND OF GRASS IS ESTABLISHED.
14. CUT AND FILL SLOPES OF ANY AREA SHALL NOT EXCEED THE RATIO OF 3:1, UNLESS NOTED OTHERWISE.
15. STREETS SHALL BE GRADED IN ACCORDANCE WITH THE LINES AND GRADES SET BY THE ENGINEER. BEFORE PLACING CURB AND GUTTER OR BASE ON THE GRADED SUBGRADE, THE SUBGRADE SHALL BE COMPACTED TO 98% PER ASTM D698 FOR A DEPTH OF TWELVE (12) INCHES, 90% GREATER THAN TWELVE (12) INCHES, AND THEN SHALL BE PROOF ROLLED IN THE PRESENCE OF THE ENGINEER. AREAS THAT ARE FOUND TO BE LOOSE, SOFT, OR COMPOSED OF UNSUITABLE MATERIALS, WHETHER IN THE SUBGRADE OR BELOW IT, MUST BE DUG OUT AND REFILLED WITH SUITABLE MATERIAL. ALL EMBANKMENTS OR FILLS SHALL BE MADE IN SIX (6) INCH VERTICAL LIFTS OF SUITABLE MATERIAL. THE FILL SHALL BE ROLLED WITH A SHEEP'S-FOOT ROLLER AFTER EACH LIFT, FOLLOWED BY A WHEEL ROLLER, EACH WEIGHING NOT LESS THAN TEN (10) TONS.
16. THE STONE BASE SHALL BE COMPACTED TO 100% OF THE MAXIMUM DENSITY OBTAINABLE WITH THE MODIFIED PROCTOR TEST (AASHTO-T180) BY ROLLING WITH RING OR TAMPING ROLLER OR WITH A PNEUMATIC TIRED ROLLER WITH A MINIMUM WEIGHT OF TEN (10) TONS. WHEN COMPLETED, THE BASE COURSE SHALL BE SMOOTH, HARD, DENSE, UNYIELDING, AND WELL BONDED.
17. FILL EMBANKMENTS SHALL BE FORMED OF SUITABLE MATERIAL PLACED IN SUCCESSIVE LAYERS NOT TO EXCEED MORE THAN SIX (6) INCHES IN DEPTH FOR THE FULL WIDTH OF THE CROSS-SECTION, INCLUDING THE WIDTH OF THE SLOPE AREA. NO STUMPS, TREES, BRUSH, RUBBISH, OR OTHER UNSUITABLE MATERIALS OR SUBSTANCES SHALL BE PLACED IN THE EMBANKMENT. EACH SUCCESSIVE SIX (6) INCH LAYER SHALL BE THOROUGHLY COMPACTED BY THE SHEEP'S-FOOT TAMPING ROLLER, 10-TON POWER ROLLER, PNEUMATIC-TIRED ROLLER, OR OTHER METHODS APPROVED BY THE ENGINEER. EMBANKMENTS OVER AND AROUND ALL PIPE CULVERTS SHALL BE OF SELECT MATERIAL, PLACED AND THOROUGHLY Y-TAMPED AND COMPACTED AS DIRECTED BY THE ENGINEER.
18. ALL BACKFILL SHALL BE OF LOW PLASTICITY, FREE FROM ROOTS, VEGETATIVE MATTER, WASTE, CONSTRUCTION MATERIAL, AND OTHER OBJECTIONABLE MATERIAL. SAID MATERIAL SHALL BE CAPABLE OF BEING COMPACTED BY MECHANICAL MEANS AND THE MATERIAL SHALL HAVE NO TENDENCY TO FLOW OR BEHAVE IN A PLASTIC MANNER UNDER THE TAMPING BLOWS OR PROOF ROLLING.
19. THE CONCRETE CURB AND GUTTER SHALL BE CONSTRUCTED ACCORDING TO THE LINES AND GRADES ESTABLISHED BY THE ENGINEER.
20. IN ORDER TO ENSURE PROPER DRAINAGE, CURB SHALL HAVE A MINIMUM OF 0.50% SLOPE, UNLESS SPILL CURB IS INDICATED ON THE PLANS. CONSTRUCTION SHALL BE RESPONSIBLE FOR OBTAINING POSITIVE DRAINAGE AT ALL INTERSECTIONS. SPECIAL CARE MUST BE TAKEN AT LOCATIONS WHERE SPILL CURB IS INDICATED.
21. ALL PROPOSED GRADES SHOWN ON THESE PLANS ARE FINAL GRADES. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE APPROPRIATE SUBGRADE ELEVATIONS.

PAVEMENT:



NOTE: PAVEMENT SECTION TO BE
USED WITHIN SCDOT ROW

NOTE: ALL STONE TO BE COMPACTED
TO 100% OF ITS STANDARD PROCTOR
MAXIMUM DRY DENSITY

TYPICAL LIGHT DUTY PAVEMENT SECTION

SITE NOTES

1. MINIMUM CROSS SLOPE ON ALL ASPHALT SHALL BE 1/4" PER FOOT.
2. MINIMUM SLOPE ON CURB & GUTTER SHALL BE 0.50%, UNLESS SPILL CURB IS INDICATED.
3. ALL SITE CONCRETE (CURB & GUTTER, SIDEWALKS, ETC.) SHALL NOT BE LESS THAN 3,600 PSI STRENGTH AT 28 DAYS.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED - MAR 2015): You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

- Signed Cover Page and Page Two of the Solicitation
- Bid Schedule, page 30
- Bid Bond
- General Contractors License - Highway
- Certificate of Insurance (COI)
- W-9 (if you haven't previously done business with FMSD)
- A Copy of Your Town of Fort Mill Business Licenses
- Questionnaire, pages 31-32
- List of subcontractors, page 33
- Warranty provided for work performed

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR (MODIFIED MAR 2015): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an offeror's responsibility, the District Standards of Responsibility, and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

District Standards of Responsibility - Factors to be considered in determining whether the District Standards of Responsibility have been met include whether a prospective contractor has:

1. available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate it's capability to meet all contractual requirements;
2. a satisfactory record of performance;
3. a satisfactory record of integrity;
4. qualified legally to contract with the District; and
5. supplied all necessary information in connection with the inquiry concerning responsibility.

SUBCONTRACTOR – IDENTIFICATION (MODIFIED - FEB 2015): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may contact and evaluate your proposed subcontractors. **NO PORTION OF THE WORK SHALL BE SUBCONTRACTED WITHOUT PRIOR WRITTEN CONSENT OF THE DISTRICT. THE CONTRACTOR SHALL, HOWEVER, REMAIN FULLY LIABLE AND RESPONSIBLE FOR THE WORK TO BE DONE BY ITS SUBCONTRACTOR(S) AND SHALL ASSURE COMPLIANCE WITH ALL REQUIREMENTS OF THE CONTRACT.**

VI. AWARD CRITERIA

AWARD CRITERIA – BIDS (JAN 2006): Award will be made to the lowest responsible and responsive bidder(s).

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

VII. TERMS AND CONDITIONS – A. General

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (MODIFIED FEB 2015): (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identify (by contract number) of the specific contract to which the assignment applies, and (iii) the name of the assignee and he exact address or account information to which assigned payments should be made. (b) if contractor amends, modifies, or otherwise changes its name, its identify (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and required approvals.

BANKRUPTCY (MODIFIED JAN 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (MODIFIED FEB 2015): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Specialist, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Specialist, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Specialist shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT (MODIFIED JAN 2006): (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the Solicitation #19-025 SFES Student Drop Off Loop Extension

invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day

DISPUTES (MODIFIED JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Procurement Specialist in accordance with the District's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NO INDEMNITY OR DEFENSE (MODIFIED FEB 2015): Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE (MODIFIED JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Specialist's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT & INTEREST (MODIFIED FEB 2015): (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, payment will be made by check mailed to the payment address

on "Page Two." (c) Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

- All invoices for payment of purchases of goods or services shall be delivered to Fort Mill School District Administrative Office.
- All payment for purchases of goods or services shall be paid by the District within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

PUBLICITY (MODIFIED JAN 2006): Contractor shall not publish any comments or quotes by District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Specialist.

PURCHASE ORDERS (MODIFIED JAN 2006): CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM THE DISTRICT. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (MODIFIED - JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (MODIFIED JAN 2006): The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Specialist has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS -- Special

CISG (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

CONTRACT LIMITATIONS (JAN 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

CONTRACTOR'S LIABILITY INSURANCE – GENERAL (MODIFIED FEB 2015):

- (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
- (b) Coverage shall be at least as broad as:
- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
 - (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (c) The District, and the officers, officials, employees and volunteers of the District, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. Please list the additional insured as Fort Mill School District, 2233 Deerfield Drive, Fort Mill, SC 29715.
- (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District and the officers, officials, employees and volunteers of the District. Any insurance or self-insurance maintained by the District or the officers, officials, employees and volunteers of the District, shall be excess of the Contractor's insurance and shall not contribute with it.
- (e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- (f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT – SHORT FORM (MODIFIED - FEB 2015)

The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

DISPOSAL OF PACKAGING (JAN 2006): Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

ILLEGAL IMMIGRATION (MODIFIED NOV. 2008): (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.

INDEMNIFICATION – THIRD PARTY CLAIMS – (MODIFIED NOV 2011): Notwithstanding any limitation in this agreement, contractor shall defend and indemnify Fort Mill School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees Solicitation #19-025 SFES Student Drop Off Loop Extension

against all suits or claims of any nature (and all damages, settlement payments, attorney's fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from any defect in the goods or services acquired hereunder or from any act or omission of contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. District shall allow contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. District shall allow contractor to settle such suit or claim so long as:

- a. all settlement payments are made by (and any deferred settlement payments are the sole liability of) contractor; and
- b. the settlement imposes no non monetary obligation upon the District.

The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of contractor. District shall reasonably cooperate with the contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

LICENSES AND PERMITS (MODIFIED JAN 2006): 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 the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

OWNERSHIP OF DATA and MATERIALS (MODIFIED JAN 2006): All data, material and documentation either prepared for the District pursuant to this contract shall belong exclusively to the District.

PERFORMANCE BOND REQUIRED (JAN 2006): Within ten (10) days after award, contractor shall provide a performance bond in the full amount of the contract sum, issued by a surety company 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" which shall show a financial strength rating of at least five (5) times the contract amount. Each bond must be accompanied by a "power of attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the performance bond.

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES: (1) The contractor and the District waive any and all claims, know or unknown, against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes: (a) damages incurred by the District for loss of income, profit, financing, business and reputation, management or employee productivity or of the services of such persons; and (b) damages incurred by the contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work. (2) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination pursuant to a termination provision of this contract. Nothing contained in this paragraph shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the terms of this contract. This paragraph does not apply to any claim for equitable or contractual indemnification.

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

VIII. Bidding Schedule/Cost Proposal

	Springfield Elementary School	SFES Student Drop Off Loop Extension	
1	Springfield Elementary School	\$	
Bid Total		\$	

Bidder (Company Name) _____

Bidder Signature _____ Date _____

IX. ATTACHMENTS TO SOLICITATION

QUESTIONNAIRE, page 1 of 2

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

1. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES ☐ NO ☐

Have you had jobsite fatalities within the last five (5) years? YES ☐ NO ☐

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

2. EXPERIENCE:

Years in business under present name: _____

Years performing work specialty: _____

Licenses currently valid in force: _____

3. LICENSE SANCTIONS:

List any regulatory or license agency sanctions. The District may perform a background check on respondent with all state and regulatory agencies. _____

4. LITIGATION:

Are you currently involved in any litigation or legal disputes? YES ☐ NO ☐

If yes, please explain. _____

4. REFERENCES - REQUIRED

Provide three references from agencies you have performed similar services for in the past two (2) years.

Reference #1

Work Performed: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Email Address: _____

Telephone #: _____

QUESTIONNAIRE, page 2 of 2

Reference #2

Work Performed: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Email Address: _____

Telephone #: _____

Reference #3

Work Performed: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Email Address: _____

Telephone # _____

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

LIST OF SUBCONTRACTORS

General contractor shall fill out the list below. All subcontractors shall be listed. The general contractor shall identify work by the general, the subcontractor, or not applicable. Failure to do so may result in bid being declared non-responsive. List all subcontractors.

TRADE

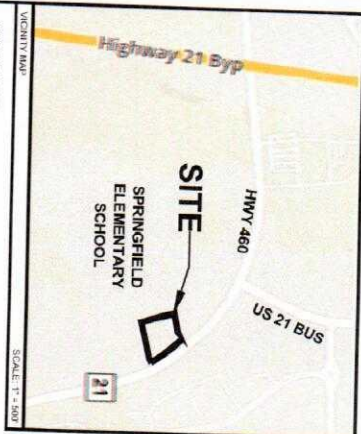
COMPANY NAME

OFFEROR'S CHECKLIST – Avoid Common Mistakes

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the District's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT** mark your entire bid/proposal as confidential, trade secret, or protected! **Do not** include a legend on the cover stating that your entire response is not to be released!
- Have you properly acknowledged all amendments? Instructions regarding how to acknowledge an amendment should appear in all amendments issued.
- Make sure your bid/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.
- Make sure your bid/proposal includes the number of copies requested.
- Check to ensure your bid/proposal includes everything requested!
- If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-bid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

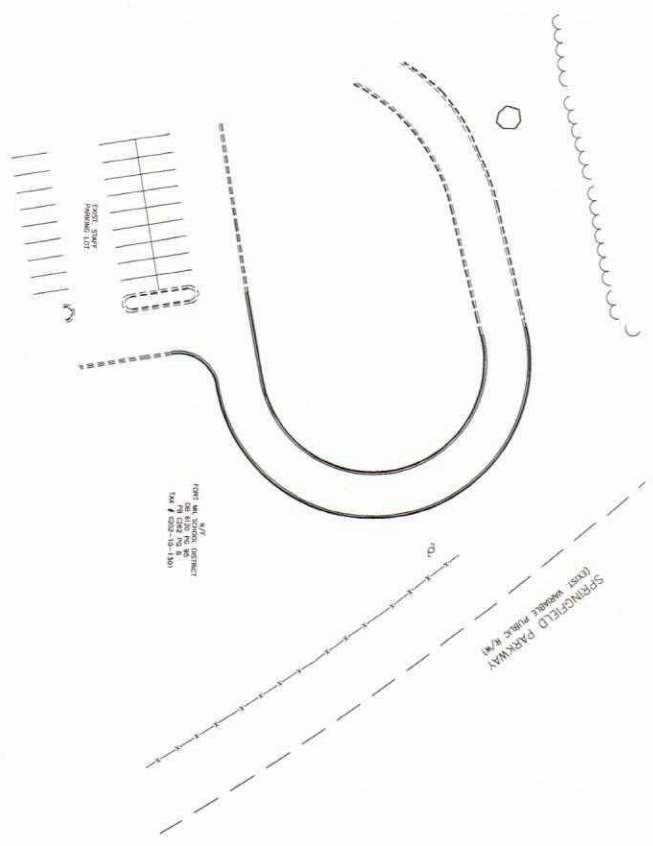
*This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, not against this checklist.
You do not need to return this checklist with your response.*



BOX OF SHEETS	SHEET NO.	SHEET NAME	ORIGINAL DATE	REVISED DATE
C1	1	COVER SHEET	10/28/19	
C2	2	GENERAL NOTES AND DIMENSION PLAN	10/28/19	
C3	3	OVERALL GRADING & EROSION CONTROL PLAN	10/28/19	
C4	4	SITE DEVELOPMENT & EROSION CONTROL DETAILS	10/28/19	

SPRINGFIELD ELEMENTARY SCHOOL STUDENT DROP-OFF LOOP EXTENSION

LOCATED IN
TOWN OF FORT MILL, SC



THIS SET IS CURRENT THROUGH SHEET DATE 10/28/19

ENGINEERING FIRM:
 ADDRESS:
 PHONE:
 FAX:
 EMAIL:
 DEVELOPER:
 ADDRESS:
 PHONE:
 CONTACT:
 REVIEWER:
 ADDRESS:

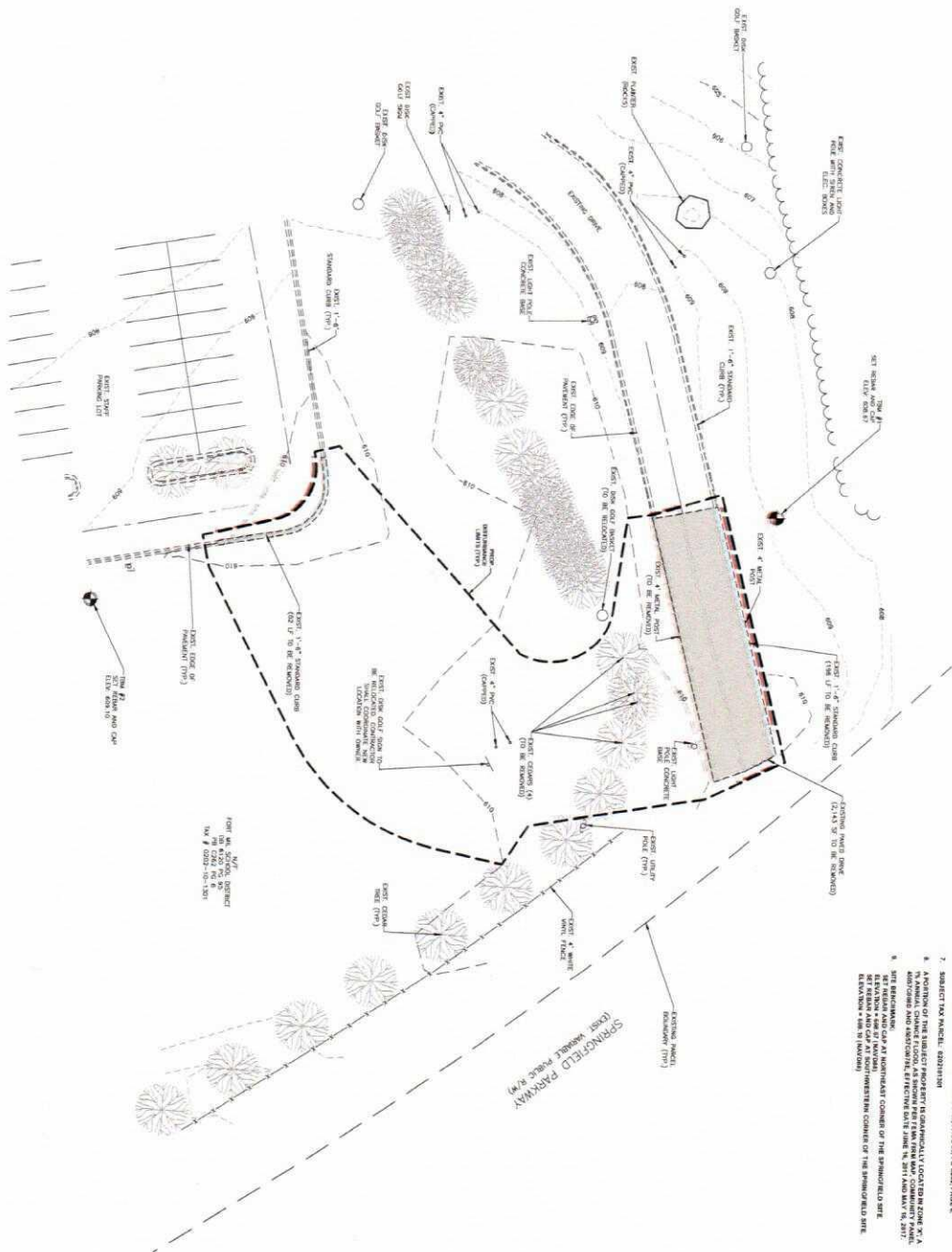


PROJECT INFORMATION	NO.	DATE	REVISION
PROJECT NAME:			
DRAWN BY:			
CHECKED BY:			
PROJECT NUMBER:			
DATE:			
BY:			
DATE:			
BY:			
DATE:			

PROJECT INFORMATION	NO.	DATE	REVISION
PROJECT NAME:			
DRAWN BY:			
CHECKED BY:			
PROJECT NUMBER:			
DATE:			
BY:			
DATE:			
BY:			
DATE:			



ESP ASSOCIATES, INC.
 P.O. Box 1000
 Charlotte, NC 28041
 3615 Lakenwood Blvd
 Fort Mill, SC 29508
 704.483.4848 (NC)
 803.542.3442 (SC)
 www.espace.com



EXISTING CONDITIONS NOTES

1. THE MAP IS NOT RETURNED TO BE A RECONSTRUCTIVE TYPING.
2. SITE IS ZONED R-2.
3. EXISTING TOPOGRAHY DATA OBTAINED FROM TOPOGRAHY DATA SURVEY OF OCTOBER 19, 2017.
4. HORIZONTAL, IN THE BASED ON NO. 10/10/2021.
5. VERTICAL, IN THE BASED ON NO. 10/10/2021.
6. SUBJECT TO THE BASED ON NO. 10/10/2021.
7. SUBJECT TO THE BASED ON NO. 10/10/2021.
8. A PORTION OF THE SUBJECT PROPERTY IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT. THE FORT MILL SCHOOL DISTRICT IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.
9. THE REMAINING PORTION OF THE SUBJECT PROPERTY IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.
10. THE REMAINING PORTION OF THE SUBJECT PROPERTY IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.

DEMOLITION NOTES

1. THE PURPOSE OF THIS PLAN IS FOR DEMOLITION ONLY. IT IS NOT RETURNED TO BE A RECONSTRUCTIVE TYPING.
2. ALL NECESSARY PERMITS FOR DEMOLITION SHALL BE OBTAINED BY THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.
3. DEMOLITION SHALL BE IN ACCORDANCE WITH THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.
4. DEMOLITION SHALL BE IN ACCORDANCE WITH THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.
5. DEMOLITION SHALL BE IN ACCORDANCE WITH THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.
6. DEMOLITION SHALL BE IN ACCORDANCE WITH THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.
7. DEMOLITION SHALL BE IN ACCORDANCE WITH THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.
8. DEMOLITION SHALL BE IN ACCORDANCE WITH THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.
9. DEMOLITION SHALL BE IN ACCORDANCE WITH THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.
10. DEMOLITION SHALL BE IN ACCORDANCE WITH THE FORT MILL SCHOOL DISTRICT, AND THE REMAINING PORTION IS CURRENTLY OCCUPIED BY THE FORT MILL SCHOOL DISTRICT.

LEGEND

- EXIST. MAJOR CONSTRUCTION
- EXIST. MINOR CONSTRUCTION
- PROPOSED CONSTRUCTION
- PROPOSED CONSTRUCTION
- PROPOSED CONSTRUCTION
- PROPOSED CONSTRUCTION
- PROPOSED CONSTRUCTION
- PROPOSED CONSTRUCTION
- PROPOSED CONSTRUCTION
- PROPOSED CONSTRUCTION



EXISTING CONDITIONS AND DEMOLITION PLAN SPRINGFIELD ELEMENTARY SCHOOL STUDENT DROP-OFF LOOP EXTENSION FORT MILL SCHOOL DISTRICT TOWN OF FORT MILL, SC

PROJECT NUMBER	C1.0
DESIGNED BY	ESP
DRAWN BY	ESP
CHECKED BY	ESP
DATE	10/10/2021
PROJECT NAME	SPRINGFIELD ELEMENTARY SCHOOL STUDENT DROP-OFF LOOP EXTENSION
PROJECT LOCATION	FORT MILL, SC
PROJECT OWNER	FORT MILL SCHOOL DISTRICT



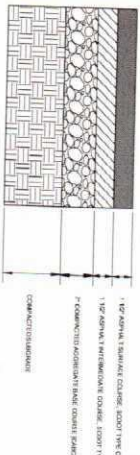
SCHEMATIC STANDARD NOTES:

1. ALL EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION OF THE SOIL SURFACE AND TO MAINTAIN THE STABILITY OF THE SOIL SURFACE.
2. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION OF THE SOIL SURFACE AND TO MAINTAIN THE STABILITY OF THE SOIL SURFACE.
3. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION OF THE SOIL SURFACE AND TO MAINTAIN THE STABILITY OF THE SOIL SURFACE.
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9. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION OF THE SOIL SURFACE AND TO MAINTAIN THE STABILITY OF THE SOIL SURFACE.
10. EROSION CONTROL MEASURES SHALL BE DESIGNED TO PREVENT EROSION OF THE SOIL SURFACE AND TO MAINTAIN THE STABILITY OF THE SOIL SURFACE.

PROJECT CONSTRUCTION REQUIREMENTS:

1. THE CONSTRUCTION OF THE PROJECT SHALL BE IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
2. THE CONSTRUCTION OF THE PROJECT SHALL BE IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
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10. THE CONSTRUCTION OF THE PROJECT SHALL BE IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

PROPOSED DISTURBED AREA: 9,487 AC



TYPICAL EROSION CONTROL SECTION



C3.0

OVERALL GRADING & EROSION CONTROL PLAN
SPRINGFIELD ELEMENTARY SCHOOL
STUDENT DROP-OFF LOOP EXTENSION
 FORT MILL SCHOOL DISTRICT TOWN OF FORT MILL, SC

DATE: 08/11/2011
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NUMBER: 14548
 SHEET: 1 OF 1

