

REQUEST FOR QUALIFICATIONS INVITATION FOR PROFESSIONAL SERVICES



The *Request for Qualifications* with associated forms and the Contract Documents, which include the *Contract Agreement*, Exhibits A through C, associated forms, the specifications and drawings, and any other referenced documents therein, all describe the solicitation process and the work to be performed and are published as an integral part of this *Request for Qualifications* the same as if incorporated herein. Bid security and performance and payment bonds are required in accordance with the District's Procurement Code, as may be amended. Persons or firms shall be licensed in accordance with State law and requirements of the Labor, Licensing, and Regulations Board of the State of South Carolina.

REQUEST FOR QUALIFICATIONS / 7/27/2023
ADVERTISEMENT DATE:

PROJECT OWNER: Horry County Schools (the District)

BID NUMBER: 2324-3VS

PROJECT NAME: Architectural – Engineering Services Indefinite Quantity Contract (IDQ)

PROJECT LOCATION: Various locations within the Horry County School District

PROJECT DESCRIPTION: The District intends to hire multiple firms to provide professional Architectural & Engineering design services as may be required for modifications and/or renovations to existing or new K-12 school sites or District properties. See "Summary of Services Article 4 Scope of Work"

SUBMIT QUALIFICATIONS TO: The District prefers submittals via the website. Submit your offer on-line through the website at the following URL:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

CONTRACT INFORMATION:

1. The contract period of the awarded Indefinite Quantity Contract (IDQ):	<u>2 years</u>
2. Maximum expenditures over the period of the awarded IDQ:	<u>\$300,000</u>
3. Maximum number of Delivery Order expenditures that will be allowed under the awarded IDQ:	<u>\$100,000</u>
4. Maximum number of IDQ's the District may award under this solicitation:	<u>5 (Five)</u>

SUBMISSION DEADLINE DATE & TIME: 8/24/2023 at 2:30pm EST (Unless date and time are otherwise amended by addendum.)
Questions regarding the *Request for Qualifications* must be submitted in writing to the District Contact Person no later than **12:00pm on 8/14/2023**.

NO. OF COPIES ELECTRONIC: (1) **Original of complete offer** Uploaded to the URL below:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=2f302e8a-69b0-407b-a21a-3368d004365e>
(1) **Redacted copy** Uploaded to the URL below:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

DISTRICT BID CONTACT PERSON: Valiant Sommers, NIGP-CPP, CPPB Procurement Specialist III
Phone: (843) 488-6938 Fax: (843) 488-6945 E-mail: vsommers@horrycountyschools.net

PUBLIC NOTICES: All notices (Notice of Meetings; Notification of Selection for Interviews; Notification of Selection for Contract Negotiation; Notice of Selection for Contract Award), the solicitation and any addenda shall be posted at the following location:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

LICENSURE: To be considered for selection, persons or firms must be properly licensed in accordance with the requirements of Title 40 of the SC Code of Laws, as amended, at the time of submission.

CONFIDENTIAL INFORMATION: To submit confidential information, see
https://procurement.sc.gov/files/ose/Submitting_Confidential_Information_and_Redacted_Offers.pdf.

INSTRUCTIONS TO OFFERORS: In accordance with the South Carolina Green Purchasing Initiative, submittals cannot exceed 20 double-sided pages including covers, which must be soft – no hard notebooks if paper copy hand or mail delivered. PDF file no larger than 10MB.

INTERESTED FIRMS SHOULD SUBMIT:

1. The Name and Contact Information, including Email, of a Primary Contact;
2. A Certification stating where the Firm is a Resident of South Carolina (See SC Code § 11-35-3215); and
3. Response to Section Criteria set forth in SC Code § 11-35-3220.

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DEFINITIONS



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

1. **Addenda:** Written or graphic instruments issued by the District prior to the RFP submittal date and time which modify or interpret the RFP instruction manual, postpone the RFP submittal date and time or withdraw the RFP. Only those additions, deletions, corrections or clarifications in writing in the addenda are contractually binding.
2. **Architect/Engineer:** Any individual or entity legally qualified to practice architecture or engineering in South Carolina with whom the District has a contractual agreement to provide services pertaining to construction that members of this profession or those in their employ may justifiably perform. The Architect/Engineer serves as the District's authorized representative to the extent of the contractual agreement between the Architect/Engineer and the District. Any reference to Architect/Engineer also includes any representatives, agents or employees of the Architect/Engineer.
3. **Board:** The Horry County Schools Board of Education
4. **Buyer:** Designee of the District Procurement Officer assigned to officiate the solicitation process for construction work or other related services.
5. **Change Order:** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
6. **Contract Agreement:** The written and executed *Contract Agreement* between the District and the Contractor for purposes of performing the work identified in the Contract Documents at the agreed upon contract price during the agreed upon contract time. The executed *Contract Agreement* supersedes any prior negotiations, representations, or agreements, whether written or oral, unless incorporated in the *Contract Agreement* by reference to supplementary documents, or through execution of a *Change Order*. The contract between the District and the Contractor is not to be construed as an agreement between the District and any subcontractor, material or equipment supplier, or any other individuals or entities enjoined to the Contractor for purposes of contract execution.
7. **Contract Documents:** Documents including all terms and conditions and forms contained in the Contract Documents as originally published as well as any published bid addenda, any referenced drawings and specifications related to the project and integral to the performance of the work, and any *Change Order* (or directive) executed after contract execution.
8. **Debarred:** The disqualification of an individual or entity from bidding on or being awarded a contract by the State of South Carolina or any other governmental entity for a specified period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. Any individual or entity debarred by the State of South Carolina or other governmental entity is ineligible to bid on or accept any contracts with the District under the debarred name or any other name.
9. **Design services:** Architect-engineer, construction management, or land surveying services as defined in Section 11-35-2910 and awarded pursuant to Section 11-35-3220 of the South Carolina Consolidated Procurement Code
10. **District:** Horry County Schools as represented by its Board of Education, Superintendent, management staff, procurement officials, employees, or other authorized representatives or agents. Designated representatives who are not employed by the District or who do not serve on the Horry County Schools Board of Education may be any individual or firm who, through a contractual agreement, are designated to serve in an official capacity on behalf of the District.
11. **Entity:** Any business, corporation, partnership, sole proprietorship, joint stock company, joint venture, or any other legally formed organization.
12. **Equipment:** The hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the operation and maintenance of the equipment being acquired. The terms "Product" and "System" are used interchangeable with the term "Equipment".
13. **ICC:** International Code Council
14. **Informality or Irregularity:** A solicitation requirement not fully complied with by the Offeror, waived by the District or allowed to be corrected when it is merely a matter of form or an immaterial variation from the exact requirements of the *Proposal Instructions* having no effect or negligible effect on total bid price, quality, quantity or delivery of supplies or performance of the contract and for which the waiver or correction would not be prejudicial to the relative standing of the other bidders.
15. **May:** The word "may" or other such words or phrases used anywhere in the Contract Documents indicates a request or recommendation that is adhered to by the Offeror at his/her choice whether in the negative or the affirmative.
16. **Minority or Woman Owned Business:** Means a small business concern that is at least fifty-one percent (51%) unconditionally owned by one or more individuals who are both socially and economically disadvantaged or are women or a publicly owned business having at least fifty-one percent (51%) of its stock unconditionally owned by one or more socially and economically disadvantaged individuals or by women.
17. **Notice of Intent to Award:** A written notice of the District's acceptance of an Offeror's proposal and the intention to award a contract. The *Notice of Intent to Award* is sent electronically to all firms and posted at the location provided on the Cover Page section Public Notices. The *Notice of Intent to Award* is not an authorization for commencement of work but only serves as a notice of the District's intention to enter into a contract. Such *Notice of Intent to Award* may be cancelled prior to the execution of a contract.
18. **Notice of Selection for IDQ Contract:** A written notice of the District's acceptance of an Offeror's qualifications and the intent to negotiate a contract. The *Notice of Selection for Contract Negotiation* is sent electronically to all firms that responded to the invitation. The *Notice of Selection for IDQ Contract* is not an authorization for commencement of work but only serves as notice of the District's intention to enter into a contract. Such *Notice of Selection for IDQ Contract* may be cancelled prior to the execution of a contract.
19. **Offer:** The bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer".
20. **Offeror:** The single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror".
21. **Official Submission Form:** A form furnished by the District to be completed and signed by an authorized representative of the proposing entity and submitted by the proposal opening date and time, which constitutes the Bidder's offer to furnish all materials and labor to accomplish the work at the offered prices in the time frame established by the District.
22. **OSF:** The Office of School Facilities
23. **Pre-proposal Conference:** A meeting, generally conducted at the worksite location if there is an existing structure, approximately fifteen (15) days prior to the bid opening date and time for potential bidders, the Architect/Engineer, and District representatives to view and/or discuss the conditions under which the work is to be performed and to provide clarification of the Contract Documents, which shall be confirmed in a subsequent *Addendum*. Normally the pre-proposal conference is voluntary (non-mandatory) unless otherwise stated in the *Request for Proposals*; however, Offerors are responsible for getting the issued addendum following the conference. If the pre-proposal conference is designated as mandatory in the *Request for Proposals*, only those proposals from those offerors represented at the mandatory conference shall be considered.
24. **Principal:** Officers, directors, owners, partners, and individuals having primary management or supervisory responsibilities within a business entity, including project directors, financial officers or other such key personnel.
25. **Project:** The total scope of work to be performed as provided in the Contract Documents whether performed by one or more contractors, subcontractors or the District itself. (Also referred to as the "work," the "work to be performed" or other such terms.)
26. **Proposal Instructions:** A set of instructions, contract documents, forms and other such data intended to describe the services to be performed and the conditions under which a response is to be submitted and a contract awarded. A corresponding name and RFP/RFQ number identifies the RFP/RFQ instruction manual.

27. **Representative:** An authorized designee of an individual or entity with formal responsibilities as specified by contract or employment agreement.
28. **RFO (Request for Qualifications):** The announcement soliciting responses from individuals or firms on the basis of demonstrated competence and qualification for the particular type of services required.
29. **Shall:** The word "shall" or "must" or other such words or phrases used anywhere in the Contract Documents indicates a mandate that must be adhered to by the Offeror, Contractor, Architect/Engineer or District, whether in the negative or the affirmative.
30. **Software:** All related materials and documentation whether in machine readable or printable form.
31. **Solicitation:** This document, including all its parts, attachments and any Addenda.
32. **Subcontractor:** An individual or entity, who is properly licensed to do business in the State of South Carolina, having a direct contract with the Contractor to perform a portion of the work described in the Contract Documents. Any reference to subcontractor also includes any representatives, agents, or employees of the subcontractor or any other entity enjoined to the subcontractor to perform any work in relation to the project.
33. **Submittal and Public Opening Date and Time:** The date and time established in the RFP/RFQ or subsequent addenda for receipt of sealed responses.
34. **Suspension:** Disqualification of an entity to submit a bid or receive an award of a contract from the State of South Carolina or other governmental entity for a designated period of time pending the completion of an investigation and any legal proceedings that may ensue because the entity is suspected, upon probable cause, of engaging in criminal, fraudulent, seriously improper conduct or the failure or inadequacy of performance.
35. **Taxpayer Identification Number (TIN):** Means the number required by the Internal Revenue Service to be used by the Bidder or Contractor in reporting income tax and other returns. (A Federal Identification Number or Social Security Number.)

End of Definitions



SUMMARY OF SERVICES REQUIRED

Article 1 Introduction

- 1.1** Horry County Schools is one of the largest school systems in the State of South Carolina and is coterminous with Horry County's land area of approximately 1,152 square miles. The present boundaries of the District were established in 1952, a consolidation of all existing school Districts in the county.
- 1.2** The District is currently governed by a board, the Horry County Board of Education, consisting of members elected in single-member Districts with the Board Chairman elected countywide. The Horry County Board of Education members have decision-making authority, the power to designate management, the ability to significantly influence operations, and have primary accountability for fiscal matters.
- 1.3** Currently, the District owns/operates sixty (61) facilities/properties which account for approximately 8,000,000 building square feet with a student enrollment of approximately 45,000.
- 1.4** Based on the availability of funds, the District provides for capital improvements to maintain its buildings and properties in good operational order, which may include repairs and renovations to roofs, HVAC equipment, canopies, fire or security alarm systems, re-wiring, paving, adding/deleting walls, or other such projects where an Architect is not available or required. Anticipated work for the District may include, but is not limited to, design, analysis, preparation of plans and specifications, permit applications, and construction engineering and inspection related to District infrastructure (storm water, pathway, roadway, and site development) projects. Additionally, the work required may need to address environmental concerns, conduct surveys, designate wetlands, perform soil tests/borings, design road and/or walkway improvements or athletic facility upgrades, brick and masonry work, hazardous waste abatement or other such projects requiring engineering services.

Article 2 Nature of Services

- 2.1** This solicitation is for the purpose of contracting with registered and licensed Architectural Firms, qualified and, licensed in the state of South Carolina in the discipline of Architecture, and may have in house services or the ability to sub contract for: MEP & Structural Engineering, civil engineering, landscape architects, land surveyors, and environmental and soil testing/analysis firms. The Firm must be able to perform services on multiple projects which require fully documented design and production plans and specifications.
- 2.2** Qualifications shall be considered only from Offerors who are regularly established in the business called for and who, in the judgment of the District, are financially responsible and able to show evidence of their ability, experience, reliability, workforce, education, or other such capabilities to render prompt and satisfactory services to the District under this contract.
- 2.3** Once specific projects have been assigned, services shall be provided under the terms and conditions of this contract agreement and the corresponding negotiated scope of work. Any terms and conditions stated in any project-specific letter of understanding that replace, amend, delete, or add to the terms and conditions of this contract agreement shall not be binding even if signed by a District employee. The letter of understanding shall only serve to state an understanding of the scope of work assigned to the Principal.

Article 3
Project Assignment

- 3.1** Specific project assignment may be determined by availability of funding, prioritization of needs, or Board approval. Contracts for each project will be individually negotiated with the selected Consultant.
- 3.2** Assignment of specific projects shall be based upon the District's sole determination per project that the qualifications and availability of the Consultant meet the needs of the District. The District reserves the right to acquire fee proposals from more than one contracted Consultant. Any Consultant who does not have the personnel, the expertise, or other resources required for that specific project due to the workload of the Consultant at the time of the assignment shall have the right to decline a project.
- 3.3** Upon agreement of the District and Principal, to the scope of work and fees as negotiated for any specific project, work shall not commence until the Principal receives a properly executed contract from the District. No work shall be provided without securing a District contract for the specific project and corresponding purchase order.

Article 4
Scope of Work

- 4.1** All Offerors must be able to provide all supervision, manpower, materials, equipment, and supplies necessary to complete any scope of work outlined. Additionally, all work must be certified by a Licensed/registered Architect and/or Professional Engineer registered in South Carolina. Specific services to be provided may include, but are not limited to, the following types of work:
- Modify schools not meeting the minimum requirements for support space Minor Additions to schools
 - Building modification/renovation/ new minor structural projects
 - Modify and update security for schools including security check-in vestibules and / or buildings.
 - Update labs and add STEAM labs.
 - Renovate older facilities that need to be modernized.
 - Interior and exterior modifications, upgrades, or replacements as required, including any required mechanical, electrical and plumbing engineering.
 - Masonry / facade (panel systems, curtain walls) and parapet restorations or alterations.
 - Roofing repairs, restorations or replacements
 - Repairs or modifications to structural components, including foundation systems
 - Window / door replacements
 - Entry porticos and canopies
 - Lobbies and offices
 - Classrooms, and flex spaces
 - Kitchens and food service facilities
 - Ceiling replacements and upgrades
 - Upgrades to furniture, fixtures and equipment (FF&E), and finishes.
 - ADA accessibility upgrades and compliance.
 - OSF required upgrades and modifications.
 - Storage sheds and structures
 - Field houses
 - Sports and recreation canopy structures

- Bleachers and press box
- Miscellaneous site / civil work, Surveying, geotechnical testing, Landscape design.
- Traffic studies
- Modular classrooms and facilities
- Included services:
 - Professional management (Construction Administration) throughout all phases of the project including, but not limited to, periodic progress reports/meetings, proper processing of invoices for services,
 - Assist the District in the leveling of bids, attend pre-bid meetings. Be responsible for the scheduling of all project meetings. Review all applications for payment from the contractor and provide a “pencil review copy” to the district for final acceptance. Prepare punch list(s) as needed at the end of the project and document their completion or corrective measures taken by the contractor.
 - Timely processing of project correspondence, field inspections, and investigation.
- Minor grading & storm drainage analysis and Design
- Roadway, Pathway and Pavement design
- Site design (schools, playgrounds, athletic facilities) as well as electrical engineering associated with site designs.
- Construction Plans, Details, and Technical Specifications
- Evaluations, Analysis, Reports, Recommendations, Cost, Quantity and Time Estimates
- All phases of permitting including but not limited to Horry County, Municipalities within the County, SCDHEC-OCRM, SCDOT, USACE, OSF, and encroachment permitting, including all submittals and coordination with agencies.
- Erosion and Sediment Control Plans
- Attending meetings with District staff as necessary to report project status, review field data, and make investigations and critical decisions.
- Other types of professional and non-professional services of a nature consistent with the intent of this RFQ as required by the project and so directed by the district.

The selected Consultant(s) shall perform the Work as may be required based upon a detailed program scope for each location as determined by the Owner. The Owner may choose to group portions of the work into a single contract assignment as may be beneficial to Horry County Schools. It is the Owner's intent to select multiple firms for this contract.

Article 5

Evaluation Process

- 5.1** Upon receipt of all offers by the opening date and time specified in the solicitation, the Office of Procurement Services shall review all offers for responsiveness and responsibility to the solicitation documents. The District reserves the right to consider any offer as non-responsive based solely on its judgment that the offer does not satisfactorily meet the criteria of this contract agreement or the District's Procurement Code. Those offers found to be responsive shall be evaluated based on the merits of the technical offer submitted as it related to the evaluation criteria. Failure of the Offeror to follow the format requested may cause the offer to be deemed non-responsive and, thereby, cause it to be excluded from consideration. Any deviations from the requested scope of services or the general terms and conditions of the solicitation documents must be noted and fully explained.
- 5.2** During the evaluation, a review committee shall read, review, and evaluate the submittals in accordance with the following criteria:

- (i.) Past performance.
- (ii.) The ability of professional personnel.
- (iii.) Demonstrated ability and willingness to meet time and budget requirements.
- (iv.) Location and knowledge of the locality of the project.
- (v.) Recent, current, and projected workloads of the firms.
- (vi.) Creativity and insight related to the projects.
- (vii.) Related experience on similar projects.
- (viii) Volume of work awarded by the using Agency to the firm during the previous five (5) years - objective is to equitably distribute contracts among qualified firms including certified Minority Business Enterprises and firms that have not had previous state work.

- 5.3** Once the review committee has evaluated the submittals, the committee will create a short-list of firms considered most qualified for the committee to interview. Interviews will be held with at least six (6) firms who responded to the solicitation and who the committee has deemed most qualified on the basis of information prior to interviews. If less than six (6) firms or persons respond to the advertisement, then all of those who fully responded should be interviewed.
- 5.4** The purpose of the interviews is to provide further information that may be required by the Committee to fully acquaint itself with the relative qualifications of the several interested firms. Participating in an interview does not guarantee a contract award.
- 5.5** The Procurement Specialist will schedule those interviews convenient to the selected Offerors and the evaluators. Offerors to be interviewed will be given guidance on the expectations and desired content of the presentations. Interviewees will be evaluated on the content of their presentations and responses to any additional direct questions from the evaluators as they correspond to the existing evaluation criteria.
- 5.6** After interviews, each committee member will evaluate and rank all of the interviewed firms based on the stated evaluation criteria.

Article 6

Offer Award

- 6.1** At the conclusion of the interviews and subsequent evaluations a Notice of Intent to Award IDQ Contract will be sent electronically to all firms that responded to the solicitation and posted at the location provided on the Cover Page section Public Notices.
- 6.2** Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with this solicitation or the intended award or award of a contract under the solicitation may protest to the Chief Procurement Officer as provided in the Proposal Special Instructions Protest Procedures.
- 6.3** The award of any contract is subject to the provision of the District's Procurement Code and any applicable laws of the State of South Carolina. Any contract entered into as a result of this solicitation shall be governed by the laws of the State of South Carolina.

Article 7
Contract Term and Maximum Expenditures

- 7.1** The contract period of the awarded Indefinite Quantity Contract(s) (IDQ) is: two (2) years
- 7.2** Specific milestones and project schedules will be determined and negotiated between the District and the Consultant for each specific project.
- 7.3** Work on individual projects started within the two-year IDQ period may continue past the time limit to bring the work to an expeditious completion.
- 7.4** The maximum total expenditures to a specific firm for award over the two year period of the awarded IDQ may not exceed \$300,000.
- 7.5** The maximum single project expenditure per award that will be allowed under the awarded IDQ may not exceed \$100,000.

PROPOSAL INSTRUCTIONS



1. **Offeror Representations:** By signing and submitting a proposal, the proposing company's (the Offeror's) Principal represents he/she has read and understands these *Proposal Instructions* as well as the work to be performed and the conditions under which the Contractor shall perform the work included in the Contract Documents (*Contract Agreement*, Exhibits A through C, specifications and drawings, forms and any other referenced documents therein) and the proposal is made in accordance therewith. The Offeror's principal certifies the proposal submitted is based upon the services required and/or the materials, equipment and systems specified in the Contract Documents, as amended by any addendum, and incorporates all costs necessary for the successful completion of the work to be performed in the stipulated time.
2. **Offeror Licensing:** The Offeror's principal represents the Offeror has met the licensing requirements for the State of South Carolina, is not debarred or suspended by any governmental entity or the State of South Carolina, and is eligible to submit a proposal/bid to and perform construction work for Horry County Schools ("the District"). The Bidder further represents all subcontractors stated on the *Official Submission Form* or subsequently enlisted to perform a portion of the work outlined in the Contract Documents also meet all licensing requirements of the State of South Carolina as may be required, and are not debarred or suspended from submitting a bid or performing construction services for any governmental entity or the State of South Carolina. Offerors and their subcontractors are advised the District shall report Contractor Licensing Law violations to the S.C. Contractors' Licensing and Regulations Board.
3. **Proposal Documents:** Any potential Offeror is solely responsible for obtaining a complete set of solicitation Documents (*Proposal Instructions*, addenda and forms) as issued by the District and including the Contract Documents, which are an integral part of the solicitation process, from the posted source(s) as directed in the *Request for Qualifications*. The availability of these documents does not confer a license or grant permission for any other use of any portion of the solicitation Documents or Contract Documents.
4. **Pre-Existing Site Conditions:** Before submitting a proposal, the Offeror shall carefully review all documents and examine the worksite (if needed) in conjunction therewith to ascertain site conditions affecting the performance of the work. If the Offeror receives a contract award but failed to make such examinations, the Offeror shall in no way be relieved of the obligation to comply in every detail with all provisions and requirements of the Contract Documents without additional compensation or time.
5. **Pre-Bid Conference:** While the District considers any scheduled pre-bid conference critical to understanding the bidding and project requirements and site conditions; attendance is non-mandatory unless otherwise stated in the *Request for Qualifications*; however, Offerors are responsible for ensuring they have received the information from the pre-bid conference site review provided in a subsequent addendum. The date, time and location of any pre-bid conference are stated in the *Request for Proposals*.
6. **Addenda:** Addenda shall be issued prior to the proposal opening date and time for the purposes of modifying or interpreting the Contract Documents through additions, deletions, clarifications or corrections. No addendum shall be issued later than four (4) days prior to the proposal opening date except to a) withdraw the *Request for Qualifications*, or b) to postpone the proposal opening date and time. When an addendum is issued for the purposes of postponing the proposal opening date and time, the addendum shall establish the new proposal opening date and time no earlier than five (5) days after the addendum issue date. Addenda shall be posted on the on-line bidding source(s) stated in the *Request for Qualifications*. An Offeror shall acknowledge receipt of all addenda issued by identifying the addendum number and the date of issuance with the Offeror's initials in the spaces provided on the *Official Submission Form* or the proposal shall be found non-responsive in accordance with the District's Procurement Code.
7. **Authorization – Signing Your Offer:** 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 venture 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.
8. **Official Submission Form:** To assist in the comparison of responses submitted, all proposals shall be submitted on the District's *Official Submission Form* or an identical copy and in the format requested in the *Official Submission Form* or the proposal may be considered non-responsive and, therefore, not considered. To ensure a proposal is considered responsive, a) all blanks or information requested shall be completed in ink or by typewriter or computer, b) all blanks or information requested on the official submission form shall be completed in full or have inserted in the blank the words "N/A" (not applicable) or "none" or other such designation, c) formatting of responses as requested in the Official Submission Form shall be adhered to; d) all issued addenda shall be acknowledged; and e) all insertions, alterations and/or erasures shall be initialed by an official representative of the Offeror. Any modification to the requirements of the Contract Documents or any other Offeror conditions may render the proposal non-responsive in accordance with the District's Procurement Code.
9. **Submitting Confidential Information:** Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however the Offeror must invoke this protection by doing so in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. Marking the entire response or substantial portions of the response as proprietary shall not be honored by the District and may result in the response being found non-responsive, and therefore, not considered. To submit confidential information, see https://procurement.sc.gov/files/ose/Submitting_Confidential_Information_and_Redacted_Offers.pdf.
10. **Subconsultant Disclosure:** The successful Offeror will be the primary point of contact with regard to all stipulations, including payment of all fees and the meeting of all requirements of the *Request for Qualifications* and the subsequent contract. Where Offerors do not have the in-house expertise or manpower to provide all the services requested, subcontracting may be permitted, with full disclosure in the response and approval of the District. **Disclosure of subconsultants after contract award is not acceptable.** Any Offeror, whose response includes subconsultants, is required to act as the primary administrative contact for services to be performed by those subconsultants and must assume full responsibility for the risk/liability, delivery and quality of such services performed. The District shall have the right to request removal and/or replacement of any subconsultant that cannot perform to the District's standards. The Offeror shall identify specifically the District's contractual obligation to any subconsultant of the Offeror. The District must be assured that any proposed subconsultants can perform the work to the desired quality and in a timely manner; therefore, names and qualifications of any potential subconsultants recommended to the District must be disclosed in the response.
11. **Subconsultant Substitution:** The District shall have the right to reject any subconsultant that ordinarily appears to meet the requirements but, unknown to the Offeror, is not acceptable to the District at the time of proposal submission. Substitution of an unacceptable subconsultant shall be in accordance with the District's Procurement Code. If, at the bid opening, the Consultant lists a subconsultant who, at the time the bid was submitted, was not sufficiently licensed under State law to perform the work for which it was listed as the subconsultant, the bid shall be considered non-responsive unless allowed by the District under Paragraph 20.
12. **Use of Minority and Economically Disadvantaged Subcontractors:** The District encourages the Bidder's use of minority-owned and women-owned businesses as subconsultants provided they meet all the requirements of the *Proposal Instructions*, as applicable.
13. **Vendor Registration Mandatory:** The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective offerors must be registered through this electronic system. Registration can be completed through the following link: <https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=horry-county-schools-sc-vendor-registration>. Once registered, suppliers must keep their information current.
14. **On-Line Bidding Instructions:** (a) Mandatory Registration: You must register before you can submit an offer online. See clause entitled "Vendor Registration Mandatory". To register or submit and offer, please visit the following site: <https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>. (b) Once registered and signed into the system, choose the solicitation you wish to respond to. The system will provide the necessary steps to obtain the required information from the Bidder. (c) To confirm your offer has been submitted, you should receive an email notification from cservice@vendorregistry.com with the subject line "Vendor Bid File Submittal". Only offers with an email status of "Vendor Bid File Submittal" have been received by the District.

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

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

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

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

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

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

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

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

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

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

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

20. Offeror Responsiveness: For a proposal to be considered by the District, the Offeror shall first be determined by the District to be responsive to the proposal requirements. Any proposal which fails to conform in all material respects to the essential requirements of the *Proposal Instructions* and the required forms shall be considered non-responsive and rejected as provided for in the District's Procurement Code. A proposal is non-responsive if, at the proposal closing, the Engineer lists a Consultant who, at the time the proposal was submitted, was not sufficiently and appropriately licensed under State law to perform the work, and such non-responsiveness is not subject to cure by substitution. Any proposal which the District is prohibited by law from considering shall be rejected as non-responsive unless allowed by the District under Paragraph 20.

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

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

A. The Offeror's experience, skill, and ability, to perform the work required as well as the experience, skill, and ability of key personnel. At least one principal of the business shall have a minimum of five (5) years of documented civil engineering design experience.

The District's requirements for staffing the project listed in the *Contract Agreement* are to be considered the minimum amount of key supervisory staff assigned to the project. The Engineer / Consultant, with his in-depth knowledge of civil engineering design projects must allocate the necessary personnel to deliver the project in a timely, safe, and quality manner.

B. The Offeror having and maintaining a valid Engineer's license with the South Carolina Licensing and Regulations Board, as may be required. Engineers and Consultants shall have been licensed by the South Carolina Engineering Licensing Board for a minimum of five (5) consecutive years immediately prior to the bid submission in the discipline the Contractor or subcontractor will be performing.

C. The Offeror's ability to meet the required insurance and bonding requirements.

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

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

F. Any current contract between the District and the Offeror or any listed subconsultant in compliance with all terms and conditions of the contract.

G. The Engineer or any listed Consultant not currently debarred from doing business with the State of South Carolina, the District or any other governmental entity.

H. Any amounts due and payable to the District by the Offeror or any listed subconsultant paid in full prior to the bid submission.

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

24. Non-Collusion Clause: By submitting a signed proposal, the Offeror certifies that he/she nor the firm represented nor any other employee or representative of the firm has divulged to, discussed with, nor compared the response submitted with any other Offeror or potential Offeror and has not colluded with any other parties to this competitive *Request for Qualifications*. The Offeror further certifies that he/she is not party to any collusive action or any action which may be in violation of any federal or state antitrust act, nor has the Offeror offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal to be offered to the District. Any and all proposals shall be rejected if there is any reason for believing collusion exists

among the Offerors which may be a violation of Federal or State antitrust acts. The District may or may not, at its discretion, accept future proposals/bids for similar work from Offerors suspected of collusion.

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

End of Proposal Instructions

PROPOSAL SPECIAL INSTRUCTIONS



- 1. Interpretations and Clarifications:** Requests for additional information or questions regarding error, omission or clarification of any portion of the Solicitation Documents or the Contract Documents, shall be submitted in writing to the District Contact Person stated in the *Request for Qualifications* by e-mail or facsimile no later than five (5) days prior to the bid opening date and time as may be amended. Any interpretations, corrections, or changes to the Solicitation Documents or the Contract Documents made in any other manner than by a written addendum shall not be binding, and Offerors shall not rely upon them.
- 2. Prohibited Communications and Donations (FEB 2015):** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law:
 - (a) During the period between publication of the solicitation and final award, **you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity**, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]
 - (b) You are advised to familiarize yourself with Regulation 19-445-2165, which restricts donations to a governmental entity with whom you have or seek to have a contact. **You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date** [R. 19-445.2165]
- 3. Number of Copies to be Submitted:** One (1) original, and one (1) Redacted Copy of your offer through the online vendor URL as provided on the Cover Page. If you must submit a paper copy by mail or hand delivered, offeror shall submit one (1) Original, five (5) copies, and one (1) electronic copy on a thumb drive.
- 4. Response Format:** Bulky, ornate, and/or costly binding of the original response is not necessary or required. The original copy shall be so marked as "Original". Responses are limited to standard (8½" x 11") pages using a minimum of a 10-point font. The pages of the qualifications response must be numbered. A table of contents, with corresponding tabs in the body of the response, must be included as well to identify each section. Placing multiple tabs on a single page is perfectly acceptable. If more than one item in the table of contents can be started on the same page, you may do so and place all corresponding tabs on that page. To avoid unnecessary length, internal cross-references are encouraged where any particular information requested is adequately presented elsewhere in the response package. Any affidavits, certifications, or signed statements called for may be included in an appendix. Responses shall be portrait orientation. In accordance with the South Carolina Green Purchasing Initiative, submittals cannot exceed 20 double-sided pages, including covers, which must be soft – no hard notebooks. The Standard Form 330 is not included in this page count. PDF file no larger than 10MB.
- 5. Electronic Copies – Required Media and Format (Revised March 2020):** Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name and be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officers must be able to view, search, copy and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files.
- 6. Submitting Redacted Offers:** You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the Item entitled "Submitting Confidential Information". In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt (trade secret or proprietary information), i.e. a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should a) reflect the same pagination as the original; b) show the empty space from which information was redacted; and c) be submitted on magnetic media. (See Item entitled "Electronic Copies – Required Media and Format".) Except for the redacted information, the USB drive must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.
- 7. Qualifications Submission:** Proposals delivered orally or via telephone, telegraph, e-mail, facsimile, or other such methods are not sealed proposals and are unacceptable. Proposals submitted in any other way than as required in these *Proposal Instructions* shall be considered non-responsive in accordance with the District's Procurement Code. In addition, proposals shall be submitted in the English language and in U.S. dollars, unless otherwise permitted by the solicitation.
- 8. Submitting Your Offer or Modifications (Mar 2015 MODIFIED):** Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS". Paper offers are discouraged. If you must submit a paper offer or modification, the following instructions apply: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope of packages must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or medication is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies through the URL as indicated on the Cover Page. If mailing or hand delivery of the offer, refer to Section Proposal Special Instructions #3. (e) Facsimile or email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.
- 9. Discussion with Responsive Offerors:** During the review process, the District shall have the right to request from the Offeror any other information or evidence it deems necessary for evaluation of the proposals and relevant to the any one or more of the evaluation factors. The failure of any Offeror to promptly provide such requested information shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.
- 10. Drug Free Workplace Certification:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- 11. Ethics Certificate:** By submitting an offer, the Offeror certifies that the Offeror has and will comply with, and has not and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice of assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Specialist at the time the law requires the statement to be filed.
- 12. Open Trade Representation (June 2015):** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.
- 13. Illegal Immigration:** (An overview is available at www.procurement.sc.gov/immigration.) 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 1. [07-7B097-1]

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

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

End of Proposal Special Instructions

ARCHITECTURAL AGREEMENT



The Architect and the District, both as identified below, do hereby agree to be bound by the terms and conditions of this Agreement as identified herein:

Architect:

District ("The District"): **Horry County Schools**
335 Four Mile Road (29526)
P.O. Box 260005
Conway, South Carolina 29528-6005

SECTION 1

EXECUTION, CORRELATION AND INTENT

Contract Validity & Intent

1.1 This Agreement shall be signed by both the District and the Architect and shall represent the entire and integrated Agreement between the District and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 No member of the District's Construction Management Office nor any other District employee, representative or agent has any independent authority, either expressed or implied, to amend this Agreement, either orally or in writing. To be binding, amendments to this Agreement shall only be done in writing in the form of a Change Order (Attachment E) and signed by both parties.

1.3 Any phrase or sentence contained in this Agreement that is found by the courts not to be in conformance with the laws of the State of South Carolina shall not nullify the entire Agreement but only that portion found to be in conflict.

1.4 This agreement shall remain in full force and effect until the completion of all projects incorporated under this Agreement by way of Attachments A through E and final payment for all accepted services or until the Agreement is terminated in accordance with the terms herein except for those conditions which survive completion or termination of the Agreement.

Agreement Interpretation

1.5 Unless otherwise stated in this Agreement, words not otherwise defined herein or in the Construction Documents current as of the date of last revision by the District shall be defined by well-known technical or construction industry meanings.

1.6 Headings to any sections, parts or paragraphs in this Agreement shall not interpret or alter the meaning or intent of any provision but are intended only as markers for ease in location of various terms and conditions of this Agreement.

1.7 Cross references and citations of sections, parts or paragraphs in this Agreement are for the convenience of the Architect and District and are not intended to be plenary or exhaustive nor are they to be considered solely in the interpretation of any section, part or paragraph of this Agreement.

SECTION 2

INSTRUMENTS OF SERVICE

Ownership

2.1 The District shall have ownership of all sketches, drawings, designs, specifications, notes and other work developed in the performance of this Agreement, including those in electronic format, prepared by the Architect and the Architect's Design Consultants. This right of ownership shall include the nonexclusive license to reproduce the documents for purposes of constructing, using and maintaining the Project described in Project Criteria (Attachment A), using the same on any of the District's other projects, and permitting other similarly credentialed design professionals to reproduce, make corrections, additions or alterations for any of the District's other Projects, without additional cost to the District. With respect thereto, the Architect and the Architect's Design Consultants agree to and do hereby grant to the District a royalty-free license to all such data which may normally be covered by copyright and to all designs to which rights of ownership may normally be asserted to establish any claim under the design patent or copyright laws.

2.2 In the case of future reuse of the drawings, designs, specifications, notes and other work developed in the performance of this Agreement, including those in electronic format, the District reserves the right to negotiate with the Architect for compensation for the acceptance of any professional liability. In the event the District does not exercise the option to negotiate and/or is unsuccessful in negotiating with the Architect for the Architect's acceptance of any professional liability, it is understood that the Architect is no longer liable in the reuse of the Architect's documents. The District reserves the right to contract with another similarly credentialed design professional in accordance with prototype policies of the Architectural and Engineering Registration Laws, South Carolina Code of Laws 1976 and ensuing regulations, as may be amended.

Copies of Project Plans

2.3 As specified in the Construction Documents, all copies made of the Architect's drawings and specifications and distributed for the purposes of the Project are made under a limited license and shall bear the statutory copyright notice, if any, shown on the original set. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as

revocation of the Architect's copyright or the Architect's or District's other reserved rights as expressed in this Agreement.

SECTION 3
DISTRICT'S DUTIES, RIGHTS AND
RESPONSIBILITIES

3.1 The duties, rights and responsibilities in this section are in addition to other duties, rights and responsibilities of the District that may be identified elsewhere in this Agreement.

Right to Stop Work

3.2 The right of the District to stop work on the design or construction of the Project or to adjust the Project Schedule (Attachment D) shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Architect or any other individual or entity, except as may be necessary for coordination of work or as may be required by a regulatory authority.

3.3 The District shall have the further right to stop or delay the work of the Architect up to ninety (90) days a) for the purposes of ensuring that all regulatory requirements have been met or will be met prior to or during construction; b) to ensure District or Board of Education approval of the Schematic, Design Development or Construction Documents, as may be required; c) to determine corrective action for any design errors or omissions prior to or during the course of construction; d) for Architect refusal to meet the requirements of this Agreement or the laws, statutes, administrative requirements of the State of South Carolina; e) or for other such reason the District may require a reasonable delay.

Right to Audit Project

3.4 The District shall have the right to audit the books and records of the Architect to the extent that the books and records relate to the performance of this Agreement and shall include all pricing and Change Order (Attachment E) data. Such books and records related to the work covered under this Agreement shall be maintained by the Architect for a period of not less than three (3) years from the date of final payment to the Architect under this Agreement. This requirement shall also apply to any Design Consultants performing services under the Architect's direction.

3.5 The Office of General Services of the State of South Carolina, or any auditor under contract with the District has the right to audit the Architect's records related to any Project incorporated under this Agreement during the time frame stated in the previous paragraph. The Architect shall ensure that all records pertaining to any Project are available for inspection at the location specified by the District within seventy-two (72) hours of notification at no additional cost to the District. This requirement shall survive termination or completion of the Agreement.

District Representatives

3.6 The District shall designate a representative authorized to act on the District's behalf to a) secure necessary District and Board approvals; b) serve as liaison between District staff and the Architect; c) render decisions in a timely manner; d) monitor the schedule and Architect's services for conformance with this Agreement; e) manage

overall Project construction, and e) perform other duties and responsibilities on behalf of the District. The District's representative shall have the right to designate other District staff to monitor bidding compliance, Project construction or other administrative activities.

Failure to Enforce

3.7 Failure by the District at any time to enforce any provision of this Agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the District to enforce any provision at any time in accordance with these terms and conditions.

SECTION 4
ARCHITECT'S DUTIES, RIGHTS
AND RESPONSIBILITIES

4.1 The duties, rights and responsibilities in this section are in addition to other duties, rights and responsibilities of the Architect as may be identified elsewhere in this Agreement.

Performance

4.2 The terms and conditions of this Agreement shall be governed by the District's Procurement Code and the laws of the State of South Carolina, which shall include, but not be limited to, the Architect being licensed to do business in the State of South Carolina.

4.3 The Office of School Facilities (OSF) shall determine the enforcement and interpretation of all the applicable codes and referenced standards on state buildings, including the District's school facilities.

4.4 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project(s) identified in the attachments to this Agreement.

Conduct of the Architect's Principal,
Employees, Agents and Representatives

4.5 The safety and security of District staff, students and the general public are of utmost priority to the District. To that end, the Architect shall be responsible for ensuring compliance by the Architect and any employees, agents or representatives of the Architect, including all Design Consultants, to the following:

- A. **No drugs, alcohol, knives, firearms or other weapons on District property**, whether or not there is an existing occupied building.
- B. **No fraternizing with, threats to, or use of abusive or profane language in the presence of students, parents, visitors, or District representatives, agents, or employees.**
- C. **No improper attire, actions or gestures while on any District property.**
- D. **No smoking on District property** in conformance to Horry County Board of Education policy. Violations of such policy shall result in a civil penalty of up to \$1,000 per occurrence to the individual responsible and/or the Architect for whom the individual is a Principal, employee, agent, or representative.

- E. Take all necessary precautions at any District location with an existing, occupied building to separate worksite activities from the occupied portion of the building and take any necessary precautions to ensure **minimal loss of utilities and facilities** required by the occupants of an existing building and **minimal disruption of the educational process** during design, bidding and construction of the Project.
- F. Secure **SLED (State Law Enforcement Division) criminal background checks** on all the Architect's Principals, employees, agents, and representatives performing work on District property and contractually require the same of all Design Consultants, their employees, agents, and representatives. No employees, agents or representatives of the Architect and Design Consultants having committed violent crimes, crimes against children, or crimes of moral turpitude are allowed access to the District's premises. Such SLED criminal background checks shall be maintained on file in the offices of the respective Architect and Design Consultant and made available to appropriate District personnel or the District's legal counsel immediately upon request.

4.6 Failure to meet the requirements of conduct in the previous paragraph may result in arrest and/or removal of the offending individual(s) from District property, stoppage of the work until corrective action is taken, or any other action deemed necessary by the District at no additional cost to the District or change in the agreed upon Project Schedule (Attachment D).

Representation

4.7 The Principal of the Architect with whom the District contracted shall 1) remain the Principal Architect and contact for all aspects of this Agreement; b) assume full responsibility for the quality and timeliness of the services rendered under this Agreement by the Architect's employees, agents and representative(s) including all Design Consultants; and, c) shall serve as the primary contact for issues or concerns related to the quality or timeliness of all delivered services.

4.8 All representatives of the Principal providing services for the Architect shall be identified at the time the Project Criteria (Attachment A) are identified, described and agreed upon for each Project under this Agreement. The Architect shall not change the agreed upon representative(s) without the District's consent for good cause shown. At the District's sole discretion, it shall have the right to request replacement of any representative at the time the Project Criteria (Attachment A) are agreed upon or at any time during the rendering of services at no additional cost to the District, and such request shall not reasonably be refused.

4.9 Such Architect representative shall be selected, employed and directed by the Architect and the duties, responsibilities and limitations of authority of the representative shall be at the discretion of the Architect and in conformance with the Architect's duties, responsibilities and limitations of authority under this Agreement. The representative shall endeavor to provide further protection for the District against defects and deficiencies in the work without modifying the rights, responsibilities or obligations of the Architect as stated elsewhere in this Agreement.

Design Consultants

4.10 The Architect's Basic Services shall include all Design Consultants for all disciplines necessary for the entire Project. Those Design Consultants established in the Architect's proposal submission, including all architectural, structural, civil, mechanical, electrical, landscaping architecture and interior design consultants, shall be included as Design Consultants and identified in the Project Criteria (Attachment A).

4.11 In addition to those consultants established in the Architect's proposal, the Architect shall establish those specific consultants necessary to complete the entire Project and to protect the District's interests or to meet statutory or regulatory requirements by governmental entities with jurisdiction over the Project. The Architect shall establish those specific consultants in the Project Cost Estimate (Attachment B) and in the Schedule of Values (Attachment C). Those specific consultants shall henceforth in this Agreement be included with the Design Consultants established in Attachment A and may include, but are not limited to, the following disciplines:

- A. Kitchen design and equipment;
- B. Roofing;
- C. Lighting/sound;
- D. LEED Certification;
- E. Environmental/geotechnical engineering;
- F. Asbestos or other hazardous materials;
- G. Wetlands delineation;
- H. Fire protection;
- I. Surveying, on-site and off-site;
- J. Soils testing;
- K. Constructability review;
- L. And other Project-specific consultants required for complete design and construction services and not provided by the District under separate contract(s).

4.12 No Design Consultant identified in Attachment C shall be changed during the course of the Project without the District's consent for good cause shown. The District shall have the right to request a substitution of any Design Consultant at the time Attachment C is executed or if services are not adequately or timely provided at no additional cost to the District, and such request shall not reasonably be refused.

4.13 If the District acquires any consultants under a separate contract with the District, the Architect is required to use those consultants for the Project, if necessary for the project scope. Those District-acquired consultants shall not be listed in the Architect's Schedule of Values (Attachment C).

4.14 Any additional Design Consultants needed and unforeseen at the time this Agreement or the Attachments for the specific Project(s) are executed shall be submitted to the District for approval in the form of a Change Order (Attachment E) and added to the Architect's Application and Certificate for Payment (AIA Forms G702 & G703) as a numbered change order.

Design Consultant Qualifications

4.15 The Architect is responsible for selecting only those Design Consultants with adequate credentials and insurance and known to provide services that the Architect and the District can reasonably be entitled to rely upon the accuracy and completeness thereof. The Architect shall be the prime contractor and is responsible for coordination of the work of all Design Consultants as well as the Architect's own forces in a

timely manner to prevent delays in the Project Schedule (Attachment D) as may be amended by Change Order (Attachment E).

Minority Vendors

4.16 The Architect shall maintain records and shall report to the District's Procurement Director within thirty days from the end of the District's fiscal year (June 30th) all payments made during that fiscal year to women-owned and minority-owned businesses working as Design Consultants under all projects. Such businesses shall be at least fifty-one percent owned by individuals classified as women or minorities. The Architect shall designate those that are certified by the State of South Carolina.

Acts, Errors, Omissions, Inconsistencies

4.17 The Architect shall be responsible to the District for design errors, omissions, deficiencies and inconsistencies of the Architect and the Design Consultants. The Architect shall contractually require all Design Consultants to take responsibility for their design errors, omissions, deficiencies, and inconsistencies. The review and/or approval of the Design Development and Construction Documents by the District or the Office of School Facilities of the South Carolina Department of Education or other regulatory authority shall not relieve the Architect or Design Consultants of responsibility for non-compliance with applicable statutes, regulations and codes, nor for design errors, omissions, deficiencies, and inconsistencies.

4.18 The Architect shall be responsible for the Architect's negligent acts and acts of commission or omission for the Principal and all other employees, representatives and agents of the Architect. The Architect shall contractually require all Design Consultants to take responsibility for their negligent acts and acts of commission or omission. The Architect shall not have control over or charge of and shall not be responsible for the negligent acts or acts of commission or omission of the Contractor, subcontractors, or their employees, agents or representatives or any other entities, including the District, performing portions of the work other than Design Consultants.

4.19 If, due to the Architect's or Design Consultant's error, any required item, component and/or system is omitted from the Construction Documents, the Architect shall not be responsible for paying the costs to add such item, component and/or system to the Construction Documents to the extent such item, component and/or system would have otherwise been necessary to the Project and/or otherwise adds value or betterment to the Project the same as if originally incorporated in the Construction Documents at the time of bidding. The Architect shall be responsible for direct costs incurred by the District, as determined by the District and at the District's discretion, as a result of a construction change order to incorporate the omitted item, component and/or system, including Contractor "mark-ups" compliant with the contract, which are in excess of those the District would have incurred if the required item, component and/or system had been included in the Construction Documents at the time of bidding.

4.20 The District shall provide prompt written notice to the Architect if the District becomes aware of any error, omission, deficiency or inconsistency in the Architect's instruments of service, Project design or performance/acts of omission or commission of the Architect or any Design Consultant. For

time-sensitive issues, the District may notify the Architect by telephone followed by written confirmation.

Insurance Requirements

4.21 The Architect shall maintain throughout the term of this Agreement the standard form of professional liability and errors and omissions insurance with an insurance company licensed by the State of South Carolina with an "A" minimum rating of performance or otherwise satisfactory to the District in the minimum amount of \$2,000,000. The Architect shall submit to the District's Office of Procurement Services proof of such insurance at execution of the Agreement, at a change in carrier, or at policy renewal. The insurance policy shall incorporate a provision requiring written notice be given to the District at least thirty (30) days prior to any cancellation, non-renewal or modification (i.e., coverage reductions, changes in covered losses, etc.) of the policy. The maintenance in full, current, force and effect of such form and amount of insurance shall be a condition precedent to the Architect's exercise and enforcement of any rights under this Agreement.

4.22 The Architect shall ensure that all Design Consultants maintain similar professional or general liability insurance with reasonably prudent limits and coverage in light of the services to be rendered by such consultants with an "A" minimum rated insurer.

Promotional Materials

4.23 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. The District shall provide professional credit for the Architect in the District's promotional materials for the Project. The Architect shall not make any representations in promotional and professional materials other than the identification of the District without the District's approval of the written copy prior to submission, printing and distribution. This condition shall survive termination or completion of this Agreement.

Meetings

4.24 The Architect shall anticipate periodic presentations and meetings with District staff, the District's Board of Education, and concerned citizens or public authorities as may be required during the course of the Agreement, which shall be part of Basic Services at no additional cost to the District.

SECTION 5
DESIGN SERVICES TO BE PERFORMED

Basic Services

5.1 The Architect's basic services as outlined in this section, and which may also be addressed in other sections of this Agreement, shall include normal structural, mechanical, civil, and electrical engineering, landscape architecture, interior design and furniture selection of school facilities, which may include new structures, additions and renovations, athletic or other facilities, site work, drainage and off-site road improvements and consultations as may be appropriate to the Project.

5.2 In addition, the Architect shall adhere to the requirements of the following documents, included in this Agreement by reference, as part of Basic Services:

- A. The most current edition of the District's Procurement Code, as may be amended or updated during the term of this Agreement.
- B. The most current edition of the District's Design Guidelines, as may be amended or updated during the term of this Agreement.
- C. The most current edition of the District's construction documents and forms for major construction, most particularly the General Contract Conditions, as incorporated into the Construction Documents and provided to the Contractor at time of bidding the Project.
- D. The most current edition of the South Carolina School Facilities Planning and Construction Guide as distributed by the South Carolina Department of Education, Office of School Facilities (OSF), as may be amended or updated during the term of this Agreement.
- E. The most current local zoning and community appearance board requirements
- F. Any pertinent statutes of the South Carolina Code of Laws, 1976, and ensuing regulations as may be amended or updated during the term of this Agreement.

5.3 The District shall provide full information known to the District in a timely manner regarding the District's facilities program and requirements for and limitations on the Project, including a written Project Criteria (Attachment A) which shall set forth the District's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, interior design, colors, and site requirements.

5.4 The Architect and all Design Consultants **shall verify** the accuracy of all information provided by the District of existing facilities, including drawings, reports, records, etc. prior to use or reliance upon such information in preparing any Conceptual, Schematic, Design Development or Construction Documents. Review by the District of such instruments of service shall not relieve the Architect or the Design Consultants of the responsibility for inaccuracies that result in their work from reliance on such District-provided documents.

Conceptual Design Phase
(Design Services 10% Complete)

5.5 The Architect and the District shall meet to ascertain the objectives of the Project in relation to the District's facility plans, educational requirements, design guidelines, available funding, site restrictions, and other factors. The Architect shall review with the District alternative approaches to design and construction to meet the needs and constraints of the District. The mutual understanding of the Project requirements shall be further described or amended in Attachment A (Project Criteria) and signed by both parties to become an integral part of this Agreement.

5.6 The Architect shall further finalize the understanding with completion of a Conceptual Design of the Project. The Conceptual Design Documents shall include, at a minimum, the following:

- A. Conceptual plan/rendering, site sections, elevations.
- B. Site survey showing existing site elevations, trees, wetlands, existing easements, drainage plan, and other significant features.

- C. Civil rendering of general building locations, both existing and new design
- D. Anticipated grading, parking areas, roads/driveways.
- E. Recreation and site amenities, such as walkways, bridges, patios, canopies, etc.
- F. Location plan for remaining site borings.
- G. Landscape rendering of site landscape theme; tree saving plan, if any.
- H. Site lighting plan.
- I. Building floor plan.

5.7 The Architect shall provide a preliminary Project Cost Estimate (Attachment B) in view of the Project Criteria identified in Attachment A to assist the District in preparation of a project budget and become an integral part of this Agreement for services and a basis for computation of Architectural fees. This preliminary Project Cost Estimate (Attachment B) shall include, at a minimum, an estimate based upon current area, volume, or similar conceptual estimating techniques of:

- A. Site work, including hazardous materials removal, demolition, storm water / drainage, offsite road improvements and landscaping;
- B. Building costs, including furniture, fixtures and equipment and a reasonable contingency;
- C. Other breakdown of pricing as required by the District.

5.8 The preliminary Project Cost Estimate (Attachment B) shall be the basis for the Architect and Design Consultant total fees, the Architect shall develop a Schedule of Values (Attachment C), which shall be agreed to and signed by both parties and shall become an integral part of this Agreement and serve as the basis for subsequent pay requests using the Application and Certification for Payment (AIA forms G702 and G703).

5.9 The Schedule of Values (Attachment C) shall represent maximum design fees, construction monitoring fees, and estimated maximum reimbursables and Design Consultant, fees to be paid to the Architect during the course of the Project. These agreed upon fees shall not be changed throughout the term of the Project except for a) additional or unforeseen permit or reimbursable bidding costs, b) additional or unforeseen consultants required for the project, c) Additional Services requested by the District, or d) delays in construction that meet the requirements for additional fees for the Architect/Design Consultants. Any changes to the fees must be requested through a properly executed Change Order (Attachment E).

5.10 The District, with assistance of the Architect shall develop a Project Schedule (Attachment D) with agreed upon milestones and time frames for the Project. The Project Schedule shall include reasonable periods of time for the following minimum milestones:

- A. Schematic Design Phase, including approvals of the District;
- B. Design Development Phase, including approvals of the District and any regulatory authorities;
- C. Construction Documents Phase, including approvals of the district and all regulatory authorities;
- D. Permitting, zoning and Section 540 reviews and approvals by governmental authorities;
- E. Procurement and bidding requirements;
- F. Project construction including final completion;
- G. Project and Architect close outs; and

H. Any other anticipated milestones having a bearing on the Project time-line.

5.11 Completion dates established in the Project Schedule (Attachment D) and agreed upon by the Architect and District shall not be exceeded except for a) good cause shown beyond the control or anticipation of the Architect, b) requirement of the District's Board of Education, c) unanticipated delays by regulatory authorities, or d) approved Architect or Contractor change orders allowing for additional time.

5.12 Upon establishment of the Project Criteria (Attachment A), the Project Cost Estimate (Attachment B), the Schedule of Values (Attachment C), and the Project Schedule (Attachment D) the Architect shall provide final Conceptual Design Documents incorporating any changes required by the District and Attachments A-D for final review and approval by the District and used for any bond issue requirements and meetings with the Horry County Board of Education, community groups, or other interested parties for input into the design.

5.13 When required by the Project and not provided by the District, the Architect shall secure a survey to describe physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site. The surveys and legal information shall include, as applicable, a) grades and lines of streets, roads, alleys, driveways, pavements as well as adjoining property and structures; b) existing or adjoining drainage; c) rights-of-way, easements, encroachments, zoning, deed or other restrictions, boundaries and contours of the site; d) dimensions, locations, and any other necessary data concerning existing buildings, other improvements and vegetation; and e) information regarding inverts and depths. At a minimum, two complete copies of the survey shall be provided to the District.

5.14 The Architect shall submit to the District three (3) complete hard copies of the Conceptual Design Documents and any renderings for approval and changes.

Schematic Design Phase
(Design Services 30% Complete)

5.15 The Architect shall prepare for Board of Education approval final Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

5.16 Schematic Design shall include, at a minimum, the following:

- A. Any updates of information provided in the Conceptual Design Phase renderings for all disciplines.
- B. Any decisions resulting from meetings held with District staff, District's Board of Education and any planning, permitting, and jurisdictional input acquired to date.
- C. Square footage calculations.
Civil
- D. Utility plan with location stops for incoming utilities.
- E. Plan for off-site road improvements, sidewalks, drainage and utility improvements, etc
Landscape Architecture
- F. Tree removal plan and plant lists.
Architecture
- G. Block utility loads defined.

H. Structural, mechanical, electrical, plumbing systems defined.

- I. Code search documentation showing building type required, limitations/requirements of applicable building and local codes (Architecture, MEP, Structural, Life Safety, and Loss Prevention).
- J. Floor plan including square footage and room layouts, cabinet/built-in locations, location of all toilets and fixtures, kitchen layout with all appliances, anticipated furniture layout, etc.
- K. Building elevations, existing and anticipated new construction, in sufficient detail to determine nature and extent of proposed exterior building materials, size of fenestration.
- L. Floor plans, including all square footage calculations and efficiencies, for all buildings showing room layouts, hallways, service areas, elevators, exit stairs, operations buildings, storage and any other buildings, etc.
- M. Roof plan, indicating materials, sky lighting, solar panels, or other appurtenances.
- N. Preliminary wall sections including materials; ceiling plan and materials.
- O. Fire separations and fire-rated assemblies identified.
- P. Fire-safety design drawings; emergency generator location.
- Q. Elevator analysis with major vertical shafts and chases located, if any.
- R. Description and details of special construction such as atriums, skylights, solar panels, special glazing systems, wood laminate structures, etc.
- S. Schematic building sections.
- T. External signs, graphic design.
Structural
- U. Proposed structural system defined; all alternate systems which have been studied and rejected submitted for review.
Mechanical, Electrical, Plumbing
- V. Preliminary block mechanical heating/cooling loads with preliminary equipment sizing and weights.
- W. Block locations on site plans
- X. Subsurface pipe and conduit; identification and location of major horizontal pipe, duct, and race way runs; stand pipe connectors.
- Y. Preliminary systems riser and flow diagrams.
- Z. Emergency lighting; exit signs and fire alarm stations.
- AA. Location of incoming utilities.

Interior Design

- BB. Developing theming statement/narrative after meeting with the District, including color scheme.
- CC. Standard unit design with furniture.
- DD. Preliminary loose fabric presentation (minimum two (2) schemes).
- EE. Draft of room finish schedule and materials legend.

5.17 The Architect shall submit to the District three (3) complete hard copies of the Schematic Design Phase documents and any renderings for approval and for any preliminary permitting that may be required. Any changes required by any permitting jurisdictions or by the District or the District's Board of Education shall be incorporated into the Design Development Phase documents.

Design Development Phase
(Design Services 60% Complete)

5.18 Based on the approved Schematic Design Documents, including any changes requested by the District, the Architect shall further refine the nature of the Project and

prepare, for review and approval by the District, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, civil, and electrical systems, materials, landscape architecture, interior design and such other elements as may be appropriate and necessary.

5.19 Design Development Documents shall include, at a minimum, the following:

- A. Any updates/changes of information provided in the Schematic Design Phase for all disciplines.
- B. Staging plan and any phasing plan.
- C. North arrow with all drawings oriented in the same direction.
- D. Sheet numbers and scales indicated on all sheets.
- E. Outline specifications shall be submitted.

Civil

- F. Demolition plans indicated on separate drawing. (1"=30')
- G. Establish finish floor elevations.
- H. Locate building on site by setback dimensions.
- I. Cut and fill; tree removal; site grading, indicating proposed and existing contours. (1"=30')
- J. Parking layout, roads, walkways; headwalls, culverts, trenches, retaining wall, ponds and other drainage.
- K. Erosion and sediment control and storm water management documents in accordance with statutory or regulatory requirements.
- L. Utility runs, manholes, sewer.
- M. Property lines clearly defined with bearings and dimensions; identified easements and ROWs.
- N. Off-site improvements and maintenance of traffic plans.

Landscape Architecture

- O. Location of all major elements; typical details.
- P. Plant lists, including sizes; staking details.
- Q. Tree preservation, if any.

Architecture

- R. Major floor plan dimensions (overall, rooms, columns, etc.); expansion joints indicated; room names and numbers.
- S. Doors and windows plan detail; wall section (designation and wall types symbols) – indicated, not filled in.
- T. Column grid (both directions); control joints and expansion joints; top of parapet elevations; grades (at corners at a minimum); complete exterior wall finishes (generic).
- U. Large scale plans blocked out (stairs, elevators, etc.)
- V. Roof plan with roof drains; column grid at corners; roof slope; crickets; tops of joist bearing steel elevations; gutters and downspouts.
- W. Ceiling grid layout stated; light locations; coffers; skylights; soffits; bulkheads; box beams, etc.
- X. Walls to deck plan; egress plan; occupant load (usually at 1/16" = 1').
- Y. Generic finish schedule (generic terms only).
- Z. Start plan; column details (3/4"=1' minimum); start block out major wall sections (3/4"=1' minimum).
- AA. Complete door schedule except hardware; partition types with head and jamb; threshold details (all in same drawing); drawing frame types not necessary.
- BB. External signage.

Structural

- CC. Building foundation plan with grid (both directions); typical floor and roof framing; preliminary beams, joists, columns (with approximate sizes); foundation details; slab recesses and penetrations. (Architect to provide

structural engineer with size, weight, and location of HVAC units, both suspended, if any, and roof top.)

Mechanical, Electrical, Plumbing

- DD. Location of HVAC units, standpipes and risers; preliminary load calculations; floor drains and troughs; roof drains; ductwork; register, diffusers preliminary sizes.
- EE. All plumbing fixtures shown.
- FF. Ceiling lighting indicated.
- GG. Smoke evacuation plan started.
- HH. Partial riser diagrams and schedules.
- II. MATV one-line drawing.
- JJ. Partial MCC schedule shown.
- KK. Fire alarm and life safety systems one-line drawing.
- LL. Any District specialized systems/Projects indicated.

Interior Design

- MM. Prepare tabletop review/presentation; theming drawings/renderings; refine design/unit layout with furniture.
- NN. Prepare color boards for approval.
- OO. Preliminary lighting layouts (1/4" plans) and begin preparation for common areas design.

5.20 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project. At the conclusion of the Design Development Phase, the Architect is responsible for notifying and coordinating with all governmental authorities and utilities the planned bid schedule and ensuring that all documents are filed timely such that approvals and/or permitting by those governmental authorities will not delay Project bidding or construction.

5.21 Along with the Design Development Documents, the Architect shall submit, an updated and detailed list of all required permitting for the Project with timeline for approvals by the governmental entities requiring the permitting and conforming to the overall permitting time-frame in the Project Schedule (Attachment D). An updated estimate of construction costs based upon the Design Development Documents and any changing market conditions shall also be submitted as a revised Project Cost Estimate (Attachment B). **Design Development Documents shall not be approved without the permitting timeline and revised Project Cost Estimate (Attachment B).**

5.22 Segmenting phases of construction with corresponding documents, developing multiple alternates with corresponding documents, preparing documents for separate or sequential bidding, such as separate site preparation or hazardous materials removal, shall all be included in Basic Services provided such requirements are included as part of the Project Criteria (Attachment A) or communicated by the District in the form of a Change Order (Attachment E) prior the completion of the Design Development Documents.

5.23 Should the District require significant changes to the Design Development Documents after completion of the Design Development Phase as a result of review of the documents by the District and the District's Board of Education, the resulting work of the Architect shall be considered Additional Services, and the Architect shall immediately prepare a Change Order (Attachment E) with detail of the hours required of staff, Principal and fees for Design Consultants to effect the changes. The Architect shall proceed with the changes upon approval of the Change Order (Attachment E) by the District.

5.24 The Architect shall submit to the District three (3) complete hard copies of the Design Development Documents for review and approval included any changes required as a result of Additional Services.

Construction Documents Phase
(Design Services 90% Complete)

5.25 Based on the approval of the Design Development Documents by the District, the Architect shall prepare, for review and approval by the District and any other regulatory agencies, Construction Documents that fully illustrate all aspects of the Project. The Architect shall provide drawings and specifications setting forth in detail the requirements for the construction of the Project in electronic format for bidding by the District's Office of Procurement Services. The Architect shall ensure that instructions and requirements of the drawings and specifications shall not conflict with instructions and requirements stipulated in the bidding, contract documents and forms used by the District for bidding and construction management purposes and incorporated into the Construction Documents at the time of bidding.

5.26 The following items, at a minimum, shall be one hundred percent (100%) complete, awaiting final comments from the District and all regulatory authorities required by law, and a complete set of Construction Documents submitted to the District in electronic format for review purposes:

- A. All standard plan details for all disciplines. All notes, legends, symbols completed for all disciplines.
- B. Final specifications.

Civil

- C. Building control plans (walks, drives, parking, etc.).
- D. Topographic and all grading (all grades).
- E. Sanitary and storm water drainage, utilities, manholes with sizes and invert elevation.
- F. Site lighting (buildings, parking, recreation facilities, etc.)
- G. Parking striping (sizes).
- H. Radius on all curves.
- I. Underground sleeves for piping, electrical.

Landscape Architecture

- J. Planting plans, plant materials and sizes.
- K. Tree pits located and dimensioned.

Architecture

- L. Floor plans with all floor depressions; roof plan; exterior and interior elevations.
- M. Door, finish, window schedules; any stair and elevator plans; millwork details.
- N. Toilet plans and elevations.
- O. Wall sections; walls to deck/egress plan; ceiling plans.
- P. Miscellaneous details for expansion joints (floor/wall); drywall; suspended ceiling; roof scuttles; ladders; fire extinguishers; soffit; vent screened, etc.
- Q. Building cross-section; large scale blow-up details of rooms and spaces.
- R. Finish materials list.

Structural

- S. Foundation plan and details; floor and roof framing; framing details; column schedule; miscellaneous structural details.

Mechanical, Fire Protection, Plumbing

- T. Plumbing plans; equipment schedules; roof plans.
- U. Floor plans with ductwork, risers, and plumbing indicated; riser diagrams.
- V. Sprinkler floor plans.
- W. Large scale room layouts.

Electrical

- X. Electrical site plans; floor plans; riser diagrams and schedule.
- Y. Ceiling detail; site lighting; large scale room layouts.
Interior Design
- Z. Finish plans; ceiling plan; interior elevations.
- AA. Red-lined electrical and communication documents.
- BB. Millwork sketches and detail drawings.
- CC. Revision of furniture, fixtures and equipment specifications and lists.

5.27 When the Construction Documents are ninety percent (90%) complete, each Design Consultant listed in Attachment A shall conduct a quality assurance review of drawings and specifications for purposes of finding errors, omissions, and inconsistencies between all design documents. The Architect shall acquire the services of a plan review consultant at no additional cost to the District.

5.28 After review by the plan review consultant, the Architect shall conduct a comprehensive construction documents review for purposes of finding and correcting, with assistance of the Design Consultants, errors, omissions, deficiencies and inconsistencies in the Construction Documents between all disciplines. The Architect shall further coordinate the drawings and specifications with the District's bidding, contract documents and forms to ensure any contradictions and inconsistencies are eliminated from the drawings and specifications.

5.29 Following the ninety percent (90%) quality assurance review, the Architect shall submit to the District three (3) complete hard copies and an electronic copy of the Construction Documents for review and comment.

Construction Documents Phase
(Design Services 100% Complete)

5.30 The final Construction Documents submitted to the District for final review, approval, and bidding purposes shall incorporate all changes from the 90% review including all comments from the District and all regulatory authorities required by law. By submitting the 100% complete Construction Documents to the District, the Architect is certifying that all quality assurance reviews have been conducted as stated in the previous paragraphs and changes incorporated. The Architect shall submit to the District three (3) complete and final hard copies and an electronic copy of the Construction Documents for final approval and bidding.

Bidding or Negotiation Phase

5.31 Providing services in connection with evaluating substitutions proposed by bidders and developing addenda with supporting documentation and specifications during the bid process shall be part of Basic Services.

5.32 The Architect shall assist the District in completing the bidding forms pertinent to the Project as required. **Only bid and alternate pricing shall be revealed during the bid opening.** The District is responsible for determination of bidder responsiveness to the bid requirements after the bid opening.

5.33 Following the bid opening, the Architect shall review with the District the lowest bids and bidders and assist in any verification of bidder responsibility as may be requested by the District's Office of Procurement Services.

5.34 The Architect shall assist the District by providing necessary information to prepare the construction contract documents and for scheduling a pre-construction meeting after Board approval of the award.

SECTION 6 **CONSTRUCTION SERVICES** **TO BE PERFORMED**

6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with attendance at the pre-construction conference with the Contractor or the issuance of the notice to proceed to the Contractor, whichever comes first, and terminates at the issuance to the District of the Contractor's final request for payment along with all final close-out documents required by the District.

6.2 Upon request of the District, the Architect shall also provide inspections and reviews of work performed and equipment supplied by separate contractors, a construction manager, the District, and/or separate consultants acquired by the District adjacent to or pertaining to the Project, and shall endeavor to ensure that such work or equipment shall not negatively impact the performance, quality, work, equipment, timeliness of the Contractor for the Project under this Agreement. This requirement shall be part of Basic Services and at no additional cost to the District.

Duties, Responsibilities & Authority

6.3 Duties, responsibilities and limitations of authority of the Architect during the construction phase as stated in this Agreement and the General Contract Conditions of the Construction Documents shall not be restricted, modified or extended without written agreement of the District and the Architect.

6.4 The Architect shall have no control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project work, since these are solely the Contractor's rights and responsibilities under the Construction Documents.

6.5 The Architect shall advise and consult with the District during the administration of the Construction Documents based on site observations and other requirements of this Agreement.

6.6 The Architect shall report to the District in writing known technical deviations from the Construction Documents approved by the District. The Architect is not, however, responsible for any failure of the Contractor to perform the work in accordance with the requirements of the Construction Documents.

Site Visits

6.7 Periodic site visits by the Architect or the Architect's representative during construction may vary with the progress of the work and other conditions, but shall average not less than the number of visits stated in this Agreement, including any adjustments stated in Attachment A. Additional site visits may be necessary if the Project does not conform to the approved construction schedule. Such site visits by the Architect shall be in addition to any site visits performed by

the Architect's Design Consultant and shall be included in the Architect's Basic Services at no additional cost to the District except when site visits become excessive and require continual on-site representation as stated elsewhere in this Agreement.

6.8 At a minimum, the Architect and the Architect's Design Consultants shall provide the site visits listed below to a) become generally familiar with and to keep the District informed about the progress and quality of the portion of the work completed, b) endeavor to guard the District against defects and deficiencies in the work, and c) determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Construction Documents:

Architectural -- Two (2) visits per month to inspect the work in place for quality and conformance to the Contract Documents and two (2) visits per month to conduct site meetings. The site visits for observations and meetings may occur on the same days.

Structural – One (1) visit at foundation pouring; one (1) visit at the suspended floor slab, if any; one (1) visit at top out.

Mechanical/Plumbing – Three (3) visits per building with two (2) additional visits during construction and one (1) additional visit at close-up.

Electrical -- Three (3) visits per building with two (2) additional visits during construction and one (1) additional visit at close-up.

Any additional site visit requirements or amendment to the above minimum requirements shall be listed as part of the Project Criteria (Attachment A).

6.9 The Architect and the Design Consultants shall submit to the District a comprehensive and detailed written report of each site visit by the next business day including, but not limited to, observations, site meeting minutes, work completed, status of the work in progress, subcontractor attendance, site conditions, weather conditions, compliance of the work to the Construction Documents, communications with the Contractor and any subcontractors, and other findings and conditions that could potentially adversely affect the finished Project.

Rejection of Work

6.10 The Architect shall have authority to reject work that does not conform to the Construction Documents. The Architect shall notify the District by the end of the work day of any rejected work. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the District, shall have authority to require inspection or testing of the work in accordance with the provisions of the Construction Documents, whether or not the work is fabricated, installed, or completed. Neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, subcontractors, material and equipment suppliers, their employees, agents or representatives or other entities performing portions of the work.

Submittals

6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals but only for the limited purpose of checking for conformance with

information given and the design concepts expressed in the Construction Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor, separate contractors or subcontractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. If time frames are specifically stated in the Construction Documents or in the Project Schedule (Attachment D), the Architect shall comply with those stated time frames.

6.12 Review of submittals is not conducted for the purpose of determining the accuracy and completeness of the details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Changes during Construction

6.13 Preparing drawings, specifications and other documentation and supporting data, evaluating cost data and providing other services in conjunction with change orders shall be part of Basic Services at no additional cost to the District. See Section 7.2 for items that are considered "Additional Services".

Written Approvals

6.14 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Construction Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

Project Substantial Completion

6.15 The Architect shall conduct inspections to determine the date of substantial completion or dates for phased construction of the Project based upon criteria stipulated in the Construction Documents and other knowledge and observations of the Architect. The Architect shall receive from the Contractor, review for completeness, and forward to the District, for the District's review and records written substantial completion documents as required in the Construction Documents and in preparation for OSF inspection.

Project Final Completion

6.16 The Architect shall conduct inspections to determine the date of final completion of the Project based upon criteria stipulated in the Construction Documents and other knowledge and observations of the Architect. The Architect shall receive from the Contractor, review for completeness, and forward to the District for the District's review and records

written close-out documents as required in the Construction Documents along with the Contractor's final request for payment. The Architect shall approve the final request for payment based upon a final inspection by the Architect indicating the work complies with the requirements of the Construction Documents and that all final documents required by the District and the Contract Documents have been submitted by the Contractor. Upon receipt of final documents from the Contractor, the Architect shall review such documents for completeness and submit them to the District within ten (10) calendar days.

Services Close-Out

6.17 Upon final completion of construction as stated in the previous paragraph, the Architect shall prepare and provide to the District a set of durable reproducible record drawings showing all significant changes to the work made during construction based on change orders, marked-up prints, drawings, and other data furnished to or prepared by the Architect as part of Basic Services at no additional cost to the District. Drawings shall be stamped as "Record Drawings."

6.18 The Architect shall also prepare and provide to the District an electronic version of the record drawings in both .pdf and .dwg format and such electronic record drawings shall not be in "read only" or "write protected" format. Such electronic format shall be part of Basic Services at no additional cost to the District and shall be submitted to the District along with record drawings and final Architect Application and Certification for Payment (AIA forms G702 and G703) no later than ten (10) working days following the receipt by the District of final Contractor close-out documents and the final Contractor request for payment. Final payment to the Architect for Project close-out shall not be made until record drawings and electronic format are received as specified.

Required Meetings

6.19 The Architect shall attend all scheduled meetings required by the District or any regulatory authority including the Horry County Board of Education and the Board's Building Committee as may be necessary throughout the term of this Agreement at no additional cost to the District except as may be addressed elsewhere in this Agreement. The Architect shall be available to attend any protest, contract controversy or other legal actions directly related to the Project or this Agreement that may extend beyond the completion or termination of this Agreement.

Workflow Software

6.20 The Architect shall utilize such workflow software prescribed by the District for ease in communications between the Architect, District and Contractor as part of Basic Services at no additional cost to the District. The Architect acknowledges that activities performed by the Architect and the Contractor using the workflow software shall become the sole property of the District for use, dissemination, modification, and retention as the District deems appropriate and/or desirable.

6.21 The Architect shall, at a minimum, enter the following data or perform the following tasks using the workflow software:

- A. Generate comprehensive and detailed site visit and site meeting reports by the end of the following business day in accordance with *Paragraph 6.9*.
- B. Generate transmittals and respond to such communications in a timely manner that will not delay the progress of the Project.
- C. Assist in the change order process, providing electronic copies of specifications and drawings related to those changes.
- D. Review and respond to RFI's in a timely manner as not to delay progress of the Project.
- E. Issue ASI's or revisions in a timely manner as not to delay progress of the Project.
- F. Record minutes of meetings and telephone conversations with the Contractor relevant to the progress of the project.
- G. Review submittals from the Contractor and keep submittal up-to-date.
- H. Other such items as may be required by the District.

6.22 The Architect shall enter data or perform the tasks related to Project management as required by the District and consistent with this Agreement when using the required workflow software. Training in the use of the software shall be provided by the District to the Architect's designated personnel who shall be performing these duties.

6.23 The Architect shall be provided access to only such Project data as the District determines is necessary, desired, or required. Upon final completion of the Project, Architect access to the workflow software system shall be terminated and the Architect shall have no access to such data after that date. It is recommended by the District that the Architect print any data entered in a hard copy format for the Architect's files in the event of any subsequent dispute, claim, server failure, loss of data, Project archiving, or other such event that may restrict Architect access to the workflow software system.

6.24 The District reserves the right to do any of the following activities, by way of illustration and not limitation:

- A. Discontinue use of the workflow software.
- B. Further restrict or completely restrict access to data.
- C. Require equipment upgrades that may be necessary for optimal use of the application.
- D. Require additional training of Architect's personnel or provide additional training at Architect's request to ensure appropriate use of the workflow software system.
- E. Perform data storage and back up as the District deems appropriate for the District's needs.

6.25 The Architect shall agree to indemnify, hold harmless or reimburse the District, its representatives, agents, and employees, from and against any and all liability, claims, damages, losses, expenses, causes of action, lawsuits, judgments, or otherwise which may be directly or indirectly related to the District's loss, dissemination, modification or retention of the data for whatever reason entered by the Architect, or District, its representatives, agents, and employees related to the Architect's activities or the imposing of limited, restricted or non-access to Project data as the District deems appropriate, necessary or legally advisable.

SECTION 7

ADDITIONAL SERVICES

7.1 Additional Services are those services provided by the Architect that are not considered part of Basic Services

enumerated in *Section 5* and *Section 6* or elsewhere in this Agreement. Additional Services as described in this section shall only be provided after acquiring a written approved Change Order (Attachment E) signed by the Architect and the District. The corresponding additional compensation for those services shall be at the rates provided in the Schedule of Values (Attachment C) as agreed to between the Architect and District. The District shall not compensate the Architect for Additional Services rendered at the Architect's own discretion without first securing an authorized Change Order (Attachment E). In an emergency, pre-approval may be given by e-mail with a maximum number of hours, but shall be followed up by an itemized Change Order (Attachment E).

7.2 Additional Services may include, but shall not be limited to, the following:

- A. Significant changes in the Project scope requested by the District, including but not limited to, size, quality, complexity or due to budgetary constraints or increases previously unknown or subsequently imposed or provided for by the Board of Education after completion of Design Development Documents.
- B. Providing consultation concerning replacement work damaged by fire or other disaster during construction and services required in connection with replacement of such work.
- C. Providing services or excessive site visits made necessary by the default of the Contractor or by failure of performance of either the District or the Contractor under the Construction Documents provided such Contractor default, defective or deficient work or performance failure is not attributable in part to errors, omissions, acts, failures to act, default, or lack of due care by the Architect.
- D. Segmenting phases of construction, developing multiple alternates, preparing documents for separate or sequential bids, such as separate site preparation or hazardous materials removal, shall all be considered additional services when such requirements are not included in the agreed upon Project Criteria (Attachment A) and are communicated by the District after completion of the Design Development Documents.
- E. Providing financial feasibility or other special studies.
- F. Providing planning surveys, site evaluations or comparative studies of prospective sites.
- G. Providing services related to future facilities, systems, equipment; providing services for planning tenant or rental spaces.
- H. Providing detailed quantity surveys or inventories of material, equipment and labor; making investigations, inventories of materials or equipment; conducting valuations and detailed appraisals of existing facilities.
- I. Providing analyses of owning and operating costs.
- J. Providing assistance in the utilization of equipment or systems such as testing, adjusting, balancing, preparation of operations and maintenance manuals, training personnel in operations and maintenance, and consultation during operation, which are the responsibility of the Contractor.
- K. Providing services more than forty-five (45) days after the date of substantial completion of the Project or completion of all basic services and submission of final pay request by the Architect, whichever is later, provided that delay in the final completion of the project is not the result of the Architect's acts or failures to act in conformance with this Agreement or the Construction Documents.

- L. Providing any other services not otherwise included in this Agreement or the Construction documents or not customarily furnished in accordance with generally accepted architectural practice.

7.3 Any Additional Services to be performed by the Architect or any Design Consultant shall be submitted to the District for approval in the form of a Change Order (Attachment E). Approval of the Change Order is required before performance of Additional Services.

SECTION 8

PROJECT COST ESTIMATE

8.1 Construction costs shall be the estimated costs to the District of all elements of the Project designed or specified by the Architect.

8.2 Construction costs identified in the Project Cost Estimate (Attachment B) shall include the costs at current market rates of labor and materials furnished and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by the Contractor, plus a reasonable allowance for overhead and profit. In addition, a reasonable allowance for furniture, fixtures and equipment and contingency shall be included for market conditions at the time of bidding. Site costs shall be stated separately in the Project Cost Estimate (Attachment B).

8.3 Construction costs do not include the compensation of the Architect and the Architect's Design Consultants, costs of land, rights-of-way and financing or other costs, and equipment and technology, which are separately determined by the District.

8.4 Preliminary and periodic detailed estimates of site and construction costs prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the District has control over a) the costs of labor, materials, processes or equipment, b) Contractor's methods of determining bid prices, c) competitive bidding, d) market conditions or factors, nor e) negotiating conditions. Accordingly, the Architect does not and cannot warrant or represent that bids or negotiated prices will not vary from the Project Cost Estimate (Attachment B) prepared and agreed to by the Architect and District. The Project Cost Estimate (Attachment B) shall be updated at the end of the Design Development Phase incorporating all changes during the first three (3) design phases and shall be updated at other times deemed appropriate by the District.

8.5 If the District requires a fixed cost estimate and the updated Project Cost Estimate (Attachment B) at the end of the Design Development Phase and agreed to by the District and the Architect is exceeded by more than 2% by the lowest bona fide bid, negotiated proposal, or solicitation of trades, the Architect shall, without additional compensation, modify the Construction Documents as necessary to comply with the fixed cost estimate, if required by the District. The modification of the Contract Documents at no additional compensation shall be the limit of the Architect's responsibility arising out of the establishment of a fixed sum.

SECTION 9

BASIS OF COMPENSATION AND ARCHITECT PAYMENTS

Basic Services

9.1 Compensation for Basic Services shall be computed using the Project Cost Estimate (Attachment B). The Basic Services compensation as computed includes fees for the Architect's Design Consultants stated in the Project Criteria (Attachment A).

9.2 Progress payments for Basic Services shall be requested at the end of each design phase and shall not exceed the percentage completed stated for each design phase in the Schedule of Values (Attachment C).

9.3 Services of other Design Consultants (not listed in Attachment A but enumerated in Attachment B) shall be requested on the Schedule of Values (Attachment C) and reimbursed at actual costs except for the following:

- A. Consultants performing site evaluation (such as soils testing, surveying, environmental, wetlands and geotechnical) shall be reimbursed at actual costs.
- B. Consultants performing asbestos or other hazardous materials determinations shall be reimbursed at actual costs.

Submission of pay requests must include copies of invoices submitted to the Architect attached to the Application and Certification for Payment (AIA forms G702 and G703).

9.4 Construction Services payments shall be made upon submission of an Application and Certification for Payment (AIA forms G702 and G703) and commensurate with the percentage of Project construction completion. Example: For a project duration of twelve (12) months (including the 30 days for final completion), the Architect shall not request more than 1/12th of the total Construction Services fees for each month of construction completed. The Architect may request payment on a monthly or quarterly basis or at the completion of all Construction Services. No retention shall be withheld from the Construction Phase payments.

9.5 Payment of close-out of all services shall be made only after all construction close out documents required of the Contractor, electronic drawings in the formats requested, durable record drawings and other such requirements are provided to the District by the Architect along with a final Application and Certification for Payment (AIA forms G702 and G703).

Additional Services

9.6 For Additional Services of the Architect as stated elsewhere in this Agreement, compensation shall be based upon the hourly rates stated in the approved Schedule of Values (Attachment C) and detailed in a Change Order (Attachment E). All clerical services, consumables, transportation, etc. are included in those stated fees. Additional Services for any Design Consultants shall be detailed in a Change Order (Attachment E) and shall be reimbursed to the Architect at actual costs except as may be stated elsewhere.

9.7 For Projects that exceed the time established for final completion, as may be amended through approved change orders, by more than forty-five (45) calendar days, the Architect may submit to the District a detailed analysis of reasonable costs associated with additional time spent by the Architect, and the Architect's Design Consultants in efforts made toward bringing the Project to closure. Such reasonable costs shall be considered by the District in assessment of liquidated damages to the Contractor or deductions to the final payment of a Contractor not in compliance with final completion as stipulated in the Construction Documents. The District shall endeavor to fairly determine whether costs are reasonable and whether the Architect, the Architect's personnel or the Architect's Design Consultants contributed to the delay through a failure to take due care or meet the requirements of this Agreement and the Construction Documents.

9.8 Any additional costs incurred by the Architect as a result of the District's stoppage of work shall be the responsibility of the Contractor when precipitated by, but not limited to, action, non-action, omission, error, illegal conduct, or non-conforming work on the part of the Contractor, any subcontractors, suppliers or other entities enjoined by or under agreement to the Contractor, or for any other justifiable reason as determined by the District. Such reasonable costs shall be detailed in a Change Order (Attachment E) for recoupment from the Contractor and payment to the Architect upon presentation of an Application and Certification for Payment (AIA forms G702 and G703).

9.9 Payment for Additional Services shall be rendered upon acceptable completion of such services unless partial payment of completed phases of such Additional Services is agreed to by the District when approving the Change Order (Attachment E).

9.10 The Architect shall be entitled to compensation in accordance with this Agreement for all services rendered and all reimbursable expenses up to the Construction Phase, whether or not the Construction Phase is commenced.

Reimbursable Expenses

9.11 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect directly related to the Project. Payment of Reimbursable Expenses shall be after bidding is completed and upon presentation to the District of an Application and Certification for Payment (AIA forms G702 and G703) along with copies of invoices or other substantiating documentation acceptable to the District showing actual costs incurred. Mark-up is not allowed on reimbursable expenses.

9.12 Expenses of reproduction of bidding documents for plan holders including, advertising, printing, postage or delivery by a common carrier such as United Parcel Service (UPS) or Federal Express (FedEx) to plan holders are reimbursable. Reproduction, including associated delivery, of documents for use by the Architect or submitted to the District or authorities having jurisdiction over the Project during the Conceptual, Schematic Design, Design Development, and Construction Documents Phases shall be included in Basic Services.

9.13 The Architect shall be responsible for obtaining all design-related permits, filing of documents and securing

approvals required by governmental authorities having jurisdiction over the Project. Fees paid directly for securing approval of or paying for permits from such authorities are reimbursable.

9.14 The following expenses are considered part of Basic Services and are not reimbursable to the Architect:

- A. Transportation in connection with the Project including transportation to meetings, site visits, out-of-town travel and subsistence, electronic communications, in-house copying or printing or consumable supplies.
- B. Expenses of overtime work required exceeding the regular rates established in this Agreement.
- C. Any expenses related to insurance dedicated to the Project or required by the District in excess of that normally carried by the Architect and the Architect's Design Consultants.
- D. Conceptual and Schematic Design Phase renderings requested by the District.
- E. Other similar expenses whether directly attributable to the Project or not.

Payments

9.15 Payments are due and payable to the Architect thirty (30) days from the date the completed Application and Certification for Payment (AIA forms G702 and G703) is received by the District, provided payments requested conform to this Agreement and include required pre-approvals, substantiating invoices, receipts or other documents as required by this Agreement or the District. Interest shall accrue at the rate established by the District's Procurement Code when payment is not in dispute due to the fault of the Architect. The District will endeavor to pay invoices with appropriate documentation within fifteen (15) days of the receipt and approval of the Application and Certification for Payment (AIA forms G702 and G703). The District shall accept no responsibility for payment of invoices for Additional Services or Reimbursable Expenses if the Architect has not followed the prescribed pre-approval and Change Order (Attachment E) process.

Payments Withheld

9.16 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the Contractor or on account of the cost of changes in the work other than those for which the Architect has been adjudged to be liable by the District.

**SECTION 10
MISCELLANEOUS PROVISIONS**

10.1 Any references in this Agreement or the Construction Documents to submission of documents to the District including, but not limited to, construction schedules, change order requests, shop drawings, written determinations, operational manuals or other such documents related to Project construction, or requests to procure additional Design Consultant services or requests for payments shall mean submission to the District's Construction Manager. Any documents submitted related to insurance, bonding, written interpretations, claims, disputes, or other legal or contractual matters shall mean submission to the District's Director of Procurement Services.

10.2 The complete official bid and contract file for any Project shall be maintained by the District's Office of Procurement Services and shall include all pertinent data available for audit by the Office of General Services, Budget and Control Board of the State of South Carolina or by the District's contracted auditors. The Architect shall ensure that one set of any official documents containing original signatures, official stamps or other such notations of authenticity to include, but not be limited to, plans, specifications, contract documents, change orders or change directives, approval letters or documents by regulative authorities, warranties, proof of bid advertising, contract change orders, documents required at substantial and final completion, and the OSF approval to occupy shall be forwarded to the District's Office of Procurement Services for the official files. Any documents determined to be missing from the file shall be supplied by the Architect within five (5) calendar days of request by the District.

10.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion for acts or failures to act occurring prior to substantial completion or the date of the final certificate of payment for acts or failures to act occurring after substantial completion.

10.4 The District and the Architect respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party shall assign this Agreement as a whole or in part without written consent of the other party except that the District may assign this Agreement to an institutional lender providing financing for the Project. The Architect shall execute all consents reasonably required to facilitate such assignment. If either party attempts to make such other assignment without consent of the other party, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

10.5 Written notice shall be deemed to have been duly served if delivered in person to the Principal, District, or other employee of the entity for which it was intended and from whom signature is secured, or if sent by registered or certified mail to the last business address known to the party giving written notice.

10.6 No action or failure to act by the District shall constitute a waiver of a right or duty afforded the District under the contract, nor shall such action or failure to act constitute approval of or acquiescence to a breach thereunder, except as may be specifically agreed in writing.

10.7 The Architect shall be legally considered an independent contractor and neither the Architect nor the Architect's representatives, agents, or employees shall, under any circumstances, be considered employees or agents of the District except as specifically provided for in this Agreement. The Architect and the District shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor or any subcontractor or supplier, their representatives, agents or employees or anyone enjoined to them.

10.8 The District shall not withhold from the Architect's compensation any employment related taxes such as, by way of illustration and not limitation, federal or state income taxes, social security tax, or any other amounts for benefits due to the Architect, any representatives, agents or employees. Further, the District shall not provide any employment related insurance coverages or other benefits such as, by way of illustration and not limitation, health or dental coverage, worker's compensation, or other such benefits.

10.9 To the extent damages are covered by property insurance during construction, the District and Architect waive all rights against each other and against the Contractor, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance or set forth in the Construction Documents.

10.10 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or the Architect.

10.11 Except for procurement of a Design Consultant and assistance in the procurement of a Contractor for hazardous waste removal, the Architect and the Architect's Design Consultants shall have no responsibility for the discovery, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

10.12 If the District requests the Architect to execute the Contractor's requests for payment as provided for in the Construction Documents, the Architect shall not be required to execute such requests beyond the scope of this Agreement.

Drug-Free Workplace

10.13 The Architect and the Architect's Design Consultants shall be responsible for initiating, maintaining and supervising all drug-free programs in connection with the performance of this Agreement. The drug-free programs shall conform to Title 44, Chapter 107, § 44-107-10 through § 44-107-90 of the South Carolina Code of Laws as may be amended.

SECTION 11
DISPUTE RESOLUTION

11.1 By acceptance of this Agreement, the Architect agrees that any complaint or claim arising out of the interpretation of this Agreement, the requirements of the Construction Documents, or the performance of the work between the Architect and the District shall not be subject to arbitration or mediation but shall be subject to the jurisdiction and processes of the District's Procurement Code and the Court of Common Pleas of Horry County, South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

11.2 All formal appeals, claims, disputes between the District and the Architect or the Architect's Design Consultants shall be filed and resolved in accordance with the District's Procurement Code, as may be amended or updated. Except in the instance where the appeal, claim, or dispute is between the District and the Architect, the Architect shall provide any interpretations or assistance required by the District's Director of Procurement Services, any legal consultant or attorney of

the District, or any other appeals authority in rendering a decision within the time frames stipulated in the District's Procurement Code.

11.3 After exhausting the administrative process under the District's Procurement Code, the Architect agrees that the judicial venue for any suit, action or proceeding arising out of or relating to this Agreement shall be proper only in the Court of Common Pleas for Horry County, State of South Carolina. The Architect and the District hereby waive and disclaim any and all right to a jury trial on any controversy arising from this Agreement. The Architect agrees that any act by the District regarding this Agreement is not a waiver of the District's sovereign immunity.

11.4 The Architect and District waive Listed Damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The Listed Damages are damages incurred for principal office expenses and overhead (including, but not limited to, the compensation of personnel stationed there, rent, utilities, and office equipment), for losses of financing, business and reputation, for loss of profit other than anticipated profits arising directly from the Work and for attorney's fees, insurance, and interest (excluding post-judgment).

SECTION 12
TERMINATION OR SUSPENSION

12.1 The terms of this section shall apply only when the District's failure to make payment and the resulting suspension of services by the Architect are not the result of the Architect's negligence or failure to perform the services under the terms of this Agreement commensurate with sound Architectural industry practices. Likewise, the resumption of services and the District's payment of all sums due prior to suspension shall not apply if those sums are in dispute due to

the Architect's default, negligence or failure to perform the services under the terms of this Agreement commensurate with sound Architectural industry practices.

12.2 If the District fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to such suspension, the Architect shall give seven (7) days written notice to the District. In the event of a suspension, the Architect shall have no liability to the District for delays or damages caused the District because of such suspension and any expenses incurred by the District for interruption and resumption of the Project.

12.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than seven (7) days written notice.

12.4 This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

12.5 This Agreement may be terminated by the District upon not less than seven (7) days written notice to the Architect for the District's convenience and without cause.

12.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with any Reimbursable Expenses then due.

This Agreement, including those documents referenced therein, shall be the full agreement between Architect and District and is executed in good faith this _____ day of _____ in the year _____.

(Principal's/Architect's Signature)

Printed Name/Title: _____

Name of Architect (Firm): _____

Date: _____

(District's Signature)

Robin Strickland, Procurement Officer, John K. Gardner, Chief
Financial Officer, Fiscal Services

Horry County Schools

Date: _____

SCOPE OF WORK (EXHIBIT A)



The following Scope of Work provides initial criteria, expectations, work to be performed, instruments of service to be provided, or other requirements which shall become an integral part of the Agreement with the Consultant. Changes shall only be made by a valid Change Order (Exhibit B), signed by both parties.

PROCUREMENT NUMBER & NAME: 2324-3VS Architectural - Engineering Services Indefinite Quantity Contract (IDQ)

CONSULTANT:

CONSULTANT REPRESENTATIVES, CONTACT INFORMATION, AND FUNCTIONS:

DISTRICT REPRESENTATIVE(S), CONTACT INFORMATION, AND FUNCTION(S):

PROJECT SCOPE AND OBJECTIVES:

DETAILED DESCRIPTION OF SCOPE OF WORK TO BE PERFORMED BY THE CONSULTANT IN RELATION TO THE PROJECT INCLUDING SITE CONDITIONS, INSTRUMENTS OF SERVICE TO BE PROVIDED, OR OTHER REQUIREMENTS:

PROJECT TIME INCLUDING MILESTONES, DEADLINES, AND COMPLETION DATE:

NEGOTIATED FEE BREAKDOWN INCLUDING ANY REIMBURSABLES:

ADDITIONAL SPECIAL CONDITIONS SPECIFIC TO THE SCOPE OF WORK:

This Scope of Work as defined and agreed to by the Consultant and the District shall become an integral part of the Agreement for work when signed by both parties.

CHANGE ORDER (EXHIBIT B)



PROCUREMENT NAME: 2324-3VS Architectural - Engineering Services Indefinite Quantity Contract (IDQ)

CONSULTANT NAME / FIRM:

EFFECTIVE DATE OF CHANGE ORDER:

CHANGE ORDER NO.:

DETAILED DESCRIPTION OF CHANGE TO THE SCOPE OF WORK / PROJECT:

CHANGE IN CONSULTANT FEES FOR THE PROJECT:

	<u>FEES</u>	<u>EXPENSES</u>
Total Original Consultant Fees & Reimbursable Expenses:	\$ _____	\$ _____
Total Previous Change Orders (increases/decreases):	\$ _____	\$ _____
Current Change Order (increase/decrease):	\$ _____	\$ _____
Revised Total Consultant Fees & Estimated Reimbursable Expenses:	\$ _____	\$ _____

The above changes as defined and agreed to by the Consultant and the District shall become, upon execution, an integral part of the current Agreement between the Consultant and the District dated _____.

PAYMENT REQUEST (Exhibit C)



Payment Requests:

An itemized payment request shall be submitted to the District on the last day of each month and at completion of the project, using the form provided by the District. The payment request shall not include a) any work anticipated to be completed but not completed by the time the payment request form is submitted.

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

Payment by the District of undisputed amounts shall be made within thirty (30) days from the date the District receives the payment request.

Payment Withholding:

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

APPLICATION FOR PAYMENT

TO: Horry County Schools
1160 E HWY 501
CONWAY, SC 29526

PROJECT: Architectural - Engineering Service
Indefinite Quantity Contract (IDQ)

APPLICATION DATE: _____
PERIOD TO: _____

FROM: _____

PROJECT NO: 2324-3VS

APPLICATION FOR PAYMENT-SUMMARY

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

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

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

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

ARCHITECT/GC:
By: _____ Date: _____
State of: _____ County of: _____
Subscribed and sworn to me this _____ day of _____

The above personally appeared before me, the undersigned notary public and provided satisfactory evidence of identification.
Notary Public: _____ My Commission expires: _____

ACCEPTED/APPROVED BY: Horry County Schools

ACCEPTED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

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

CONTINUATION SHEET

SCHEDULE OF VALUES

Project: Architectural-Engineering Services-Indefinite Quantity Contract (IDQ)

INVOICE NO: _____

PERIOD NO: _____
(Thru end of the month)

PROJECT NO: 2324-3VS

A ITEM NO:	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATIONS (D+E)	E THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G/C)		
1						\$ -		\$ -	
2						\$ -		\$ -	
3						\$ -		\$ -	
4						\$ -		\$ -	
5						\$ -		\$ -	
6						\$ -		\$ -	
7						\$ -		\$ -	
8						\$ -		\$ -	
9						\$ -		\$ -	
10						\$ -		\$ -	
11						\$ -		\$ -	
12						\$ -		\$ -	
13						\$ -		\$ -	
14						\$ -		\$ -	
15						\$ -		\$ -	
16						\$ -		\$ -	
17						\$ -		\$ -	
18						\$ -		\$ -	
19						\$ -		\$ -	
TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -

A-Line Item number

B-Brief Item Description

C-Total Value of Item

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

E-Total Work Completed for this Application

F-Materials Purchased and Stored for Project

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

H-Remaining Balance of Amount to Finish

I-Amount Withheld form G

INFORMATION FOR OFFERORS TO SUBMIT



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

SECTION 1: Signatory/Information, Financial & Legal Sheets

The qualifications package shall begin with a one-page cover letter briefly identifying the offering firm and stating that the Principal submitting the offer and signing the **Official Submission Form** has the authority to bind the Principal and the Offeror in a contract. Clearly state the strengths of the proposed team and what would distinguish this team from other firms.

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

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

SECTION 2: Prior Performance and Related Experience on Similar K-12 Projects

Offeror shall provide appropriate information on five (5) A/E projects completed within the last three (3) years that best illustrate capabilities including:

- Description and scope of project. Include representative site plans or other plans and images required to show the scope and complexity of the project.
- Contact person and contact numbers/email.
- Initial budget for engineering services and construction services including all site development/improvement costs, landscaping, irrigation, etc. Do not include FF&E. Provide the corresponding final construction cost of each project with explanation for deviations, if required.
- Initial time frame for A/E services and initial construction services. Provide final A/E design time frame and final construction time frame, with explanation for deviations, if required.
- A brief description of the major challenges during design and the final solution.

It is preferred that at least two of the projects/examples required above demonstrate related experience in designing:

- Other SC K-12 School type projects.
- A predominantly site-centered construction project such as expanding parent drop off drives, parking expansions, addition of modular classrooms, etc.
- Other addition / renovation type school project showing unique or creative solutions to challenging issues.

The projects/examples listed in this section shall serve as references should the District choose to contact them. Failure to include viable and accurate data, contact information, and project information may be ample cause for rejection of the qualifications package as non-responsive.

SECTION 3: Offeror Technical Expertise & Experience

In this section, the Principal shall identify the name(s) of the individual(s) that meet the minimum requirements listed. Complete only those sections for which you have employees, subconsultants, or consultants that you can reasonably predict will work on District projects. No other personnel, subconsultants, or consultants shall work on District projects except as approved by the District. You may include more than one name in each section (other than the Principal). Identify if the firm or its subconsultants are SC registered Small Minority Business (SMB) and what percentage of the project(s) are to be performed by an SMB.

Provide answers to all requests for information on the sheet provided. Include in this section:

- Brief resumes for Principal and all other staff that may work on District projects; include current SC registration/license numbers if applicable;
- Provide an organizational chart for employees, staff, and subconsultants that may work on District projects;

- Pertinent information about any subconsultants or consultants that will be providing any work on District projects;
- Information related to licensing reprimands, revocations, cease and desist orders, etc. filed on Principal or any other Principal for the Provider by the S.C. Labor, Licensing and Regulation office.

FIRM PROJECT LISTING: Provide a complete listing of all K-12 school experience of the firm for the past five (5) years. Provide project name, School District, Scope, Budget, and Year completed.

INDIVIDUAL PROJECT SPECIFIC LISTING: Provide a complete listing of project experience as a portion of the individual resume listing all K-12 school experience specific to that individual. If no K-12 experience, then list other specific educational experience or related experience.

Confine response to the provided form and no more than two (2) additional pages per Principal, staff member, subconsultant or consultant identified on the form. Use a standard font and no less than size 10.

SECTION 4: Accessibility of Offeror and District Commitment to Meet Time and Budget Requirements

In this section, Offeror shall identify:

- Location of the Offeror's main office address;
- Location of the Offeror's office from which the staff will work on District projects.
- Information on Offeror's accessibility to Horry County and how the Principal will be available to the District, including response time;
- The Offeror's philosophy on performing services for the District; and
- Written commitment to providing services to Horry County Schools, travel required, etc. as the project may demand.

SECTION 5: Recent, Current, and Projected Workloads

In this section, Offeror shall identify the following for the proposed design team (stated in Section 3 above):

- Workloads/projects of the Offering firm completed within the last two (2) years;
- Current and projected workloads of the Offering firm and anticipated completion dates over the next three (3) years.
- Volume of work awarded to the Offeror by Horry County Schools in the last 5 years, and what percentage was completed by a SMB, with the objective of effectuating an equitable distribution of contracts by the District among qualified firms including Small & Minority Business Enterprises.

Confine response to no more than five (5) typewritten pages using standard font and no less than size 10.

SECTION 6: Creativity and Insight Related to the Project

In this section, Offeror shall identify the firm's philosophy on educational design from the architectural / engineering and site focused perspective. Please explain how the philosophy takes into consideration existing budgets, program information, and schedules, as well as input from HCS Facilities and users to accomplish the desired goal.

- Provide any unique experience with design, materials, finish selections, etc. that may be insightful for this project type.
- Describe and elaborate on the Firm's overall design process, its methodology, views on functionality, sustainability, context and connection to the site and community.

Confine response to no more than five (5) typewritten pages using standard font and no less than size 10.

End of Information for Offerors to Submit

OFFICIAL SUBMISSION FORMS



OFFICIAL SUBMISSION FORM	Solicitation Type: Request for Qualifications (RFQ) Solicitation Number: 2324-3VS Date Issued: 7/27/2023 Procurement Specialist: Valiant Sommers, NIGP-CPP, CPPB Phone: (843) 488-6938 E-Mail Address: vsommers@horrycountyschools.net Address: HCS, Procurement Office	Mailing: PO Box 260005 Building B, Room 300 Conway, SC 29528	Physical: 335 Four Mile Road Building B, Room 300 Conway, SC 29526
---------------------------------	--	--	--

Offeror Firm/Provider Name:		Federal ID Number:	
Offeror Mailing/Street Address:			
Offeror City/State/Zip:			
Telephone Number:		Fax Number:	
Website Address:			
Name/Title of Principal:			
Signature of Principal:			
Telephone Number:		Fax Number:	
Principal's Email Address:			

Person signing **must** be authorized to submit binding offer to enter contract on behalf of the Offeror named above.

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

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

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

Addendum No. _____ Offeror's Initials _____

Addendum No. _____ Offeror's Initials _____

Addendum No. _____ Offeror's Initials _____

Addendum No. _____ Offeror's Initials _____

Addendum No. _____ Offeror's Initials _____



Offeror Firm/Provider Name: _____

MINORITY PARTICIPATION AFFIDAVIT (JAN 2006):

Is the bidder a South Carolina Certified Minority Business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the bidder a Minority Business certified by another governmental entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, please list the certifying governmental entity:	
Will any of the work under this contract be performed by a SC certified SC Minority Business as a subcontractor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor?	
Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor?	
If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:	
<input type="checkbox"/> Traditional minority	
<input type="checkbox"/> Traditional minority, but female	
<input type="checkbox"/> Women (Caucasian females)	
<input type="checkbox"/> Hispanic minorities	
<input type="checkbox"/> DOT referral (Traditional minority)	
<input type="checkbox"/> DOT referral (Caucasian female)	
<input type="checkbox"/> Temporary certification	
<input type="checkbox"/> SBA 8 (a) certification referral	
<input type="checkbox"/> Other minorities (Native American, Asian, etc.)	

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

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL:
<https://osmba.sc.gov/directory.html>.

SECTION 2

Prior Performance and Related Experience on Similar Projects

Offering Firm's Name: _____
Principal's Name: _____

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

1.

Company Name / Project
 Owner: _____
 Location: _____
 Contact Person: _____ Contact Info: _____
 Telephone Number: _____

Describe Project Scope: _____

Time Frames:	Design Services Start: _____	Design Services Complete: _____	
	Construction Start: _____	Construction Complete: _____	

Budget vs. Actual Costs:	Design Services Budget: _____	Design Services Actual: _____	
	Construction Budget: _____	Construction Actual: _____	

Major Challenge: _____
 Solution: _____
 Key Personnel
 Participation & Role _____

Key Subconsultant
 Participation & Role _____

2.

Company Name / Project Owner: _____

Location: _____

Contact Person: _____ Contact Info: _____

Telephone Number: _____

Describe Project Scope: _____

Time Frames: Design Services Start: _____ Design Services Complete: _____
 Construction Start: _____ Construction Complete: _____

Budget vs. Actual Costs: Design Services Budget: _____ Design Services Actual: _____
 Construction Budget: _____ Construction Actual: _____

Major Challenge: _____

Solution: _____

Key Personnel Participation & Role _____

Key Subconsultant Participation & Role _____

3.

Company Name / Project Owner: _____

Location: _____

Contact Person: _____ Contact Info: _____

Telephone Number: _____

Describe Project Scope: _____

Time Frames: Design Services Start: _____ Design Services Complete: _____
 Construction Start: _____ Construction Complete: _____

Budget vs. Actual Costs: Design Services Budget: _____ Design Services Actual: _____
 Construction Budget: _____ Construction Actual: _____

Major Challenge: _____

Solution: _____

Key Personnel Participation & Role _____

Key Subconsultant Participation & Role _____

4.

Company Name / Project Owner: _____

Location: _____

Contact Person: _____ Contact Info: _____

Telephone Number: _____

Describe Project Scope: _____

Time Frames: Design Services Start: _____ Design Services Complete: _____
 Construction Start: _____ Construction Complete: _____

Budget vs. Actual Costs: Design Services Budget: _____ Design Services Actual: _____
 Construction Budget: _____ Construction Actual: _____

Major Challenge: _____

Solution: _____

Key Personnel Participation & Role _____

Key Subconsultant Participation & Role _____

5.

Company Name / Project Owner: _____

Location: _____

Contact Person: _____ Contact Info: _____

Telephone Number: _____

Describe Project Scope: _____

Time Frames: Design Services Start: _____ Design Services Complete: _____
 Construction Start: _____ Construction Complete: _____

Budget vs. Actual Costs: Design Services Budget: _____ Design Services Actual: _____
 Construction Budget: _____ Construction Actual: _____

Major Challenge: _____

Solution: _____

Key Personnel Participation & Role _____

Key Subconsultant Participation & Role _____



SECTION 3

Principal/Offeror Technical Expertise & Experience

<u>Position</u>	<u>Minimum Requirements</u>	<u>Name</u>
Principal	Corporate Officer or Partner + license + 10 yrs. Exp.	_____
Discipline Leader	License + 7 yrs Exp.	_____
Project Lead (PM)	License + 5 yrs. Exp.	_____
Other (List title)		_____
Other (List title)		_____
Other (List title)		_____
Other (List title)		_____

Number of years Offeror has been in business: _____

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

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

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

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

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

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

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

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

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

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