GREENVILLE COUNTY
CONSTRUCTION MANAGER AT RISK
FOR HALTON ROAD RENOVATIONS
RFP #67-03/11/20

Greenville County is seeking sealed proposals for Construction Manager at Risk for Halton Road Renovations, subject to the conditions and all provisions set forth herein and attached. Proposals will be received at this location until 3:00 PM, EDT, WEDNESDAY, MARCH 11, 2020, then publicly opened. The service must be furnished as described and specified herein and delivered to Greenville County.

A non-mandatory pre-proposal meeting will be held at 9:00 AM, EST, THURSDAY, FEBRUARY 20, 2020 located at the Halton Road, Greenville, SC 29601.

All questions concerning this RFP are to be submitted in writing to Bob Brewer, CPPO, CPPB, County of Greenville procurement services division, 301 University Ridge, Suite 100; Greenville, SC 29601; faxed to (864) 467-7304, or emailed to rbrewer@greenvillecounty.org no later than 3:00 PM, EST, WEDNESDAY, FEBRUARY 26, 2020.

Please furnish us with one (1) original and five (5) copies of your proposal.

Please mark your envelope to read “RFP #67-03/11/20”

PROCUREMENT SERVICES DIVISION

By: [Signature]
Director
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NOTE: PLEASE SIGN ON FOLLOWING PAGE. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO MAY VOID YOUR BID
INSTRUCTIONS TO RESPONDENTS
RFP #67-03/11/20 CONSTRUCTION MANAGER AT RISK – HALTON ROAD

1. Unless otherwise required, submit one (1) unbound copy and five (5) bound copies for each RFI/RFQ/IFB/Proposals.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

CONDITIONS

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

RFI/RFQ/IFB/PROPOSAL

(DATE)________________________

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within ______days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within ______ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days ____________ %.

FIRM NAME: __________________________ ADDRESS: __________________________

BY: __________________________

RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING

PRINT NAME: __________________________________ EMAIL: __________________________

TITLE: __________________________ PHONE: __________________________

FAX: __________________________
CONSTRUCTION MANAGER AT RISK
HALTON ROAD RENOVATIONS
RFP #67-03/11/20

SCHEDULE

February 20, 2020
A non-mandatory proposal meeting will be held at 9:00 AM, EST, 350 Halton Road, Main Entrance 2nd Floor Lobby Greenville, SC 29607.

February 26, 2020
All Questions must be submitted in writing to Bob Brewer, CPPO, CPPB, Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601 by 3:00 PM, EST.

March 11, 2020
Proposals must be delivered to Greenville County’s Procurement Services Division, 301 University Ridge, Suite 100; Greenville, SC 29601, no later than 3:00 PM, EST.

March 11 – 25, 2020
Review of Proposals*

March 25, 2020
Tentative Date of Award*

March 25 – April 8, 2020
Contract Negotiations*

April 8, 2020
Issue Notice to Proceed*

* All dates after opening are tentative.
I. Introduction

The County of Greenville is seeking proposals from firms to provide services as a Construction Manager at Risk (CMAR) for preconstruction services and to construct the additions and renovations for Phase 1 of the Greenville County Halton Road Renovation Project.

Background

This proposal is for the upfit of space in the previous Fluor Daniel Office Building complex on Halton Road in Greenville SC. This project will be the upfit of approximately 109,400 square feet of existing office space that has been partially demolished by the previous building owner. This scope is called Phase 1 and is considered the old Fluor buildings 3 and 4 which are connected as one building. Each of the two (2) buildings has three stories connected by a central lobby. Buildings 5 and 6 at another 110,000 sf are unattached and separated by a landscaped courtyard. The 5 and 6 buildings will be considered in a future scope called Phase 2.

Below is a proposed Project Schedule:

<table>
<thead>
<tr>
<th>PHASE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural Design Services: Schematic Design and Design Development</td>
<td>Complete</td>
</tr>
<tr>
<td>Construction Documents 60%</td>
<td>February 17, 2020</td>
</tr>
<tr>
<td>CMAR Pre-Construction Services: Project Pricing &amp; Constructability Review Review RFP with order of magnitude pricing.</td>
<td>February 17 – March 11, 2020</td>
</tr>
<tr>
<td>Construction Documents 95% Project constructability review cost status</td>
<td>March 16 – April 15, 2020</td>
</tr>
<tr>
<td>Building Permit</td>
<td>April 20 – May 15, 2020</td>
</tr>
<tr>
<td>Construction Documents issue for construction</td>
<td>April 20, 2020</td>
</tr>
<tr>
<td>Incorporate CMAR and permit comments for GMP</td>
<td>April 20 – May 15, 2020</td>
</tr>
<tr>
<td>Construction Duration</td>
<td>March 15, 2020 – January 15, 2021</td>
</tr>
</tbody>
</table>
II. Scope of Work

The building 3 and 4 Phase 1 scope will have eight (8) Family Court Rooms and their associated support spaces (judges’ chambers, attorney interview rooms, waiting areas, etc.). The project will also include operational spaces for the Clerk of Court, records, payment, Department of Juvenile Justice, etc. There is a lower level floor dedicated to Probation and Parole relocation included in the Phase 1 scope. The lower level of the Judges floors will have a holding area with new prisoner elevators. The judge’s floors will also have an exterior new elevator and stair tower for controlled secure circulation. The two floors of courtrooms will be similar floor plates with duplicated layouts.

The existing buildings are steel framed pre-cast and glass clad three stories with lower levels having partial basement retaining walls. The buildings are fully sprinkled, and major systems are intended to remain. The County proposes to install security data cabling and FF&E on their own managed project. Coordination will be required of the contractor for this owner designed data rework.

The finishes inside are primarily proposed to be replaced. The existing toilet cores are newly renovated and shall remain. Duct work will be reworked to accommodate raised ceilings in Judges Courtrooms. Lights, ceilings and ceiling grids are proposed to be replaced. Some site work involves new dumpster area, security bollards, and fencing. New data conduits for building connectivity will be provided by the contractor. The parking lots are to remain as is with the exception of a few repairs.

Some mechanical upgrades are proposed including reworking and running new ducts, VAV boxes and associated controls.

The renovated facility shall comply with all applicable regulations set forth by the authority having jurisdiction and South Carolina Department of Health and Environmental Control (SCDHEC). The project is being designed by the architectural firm of McMillian Pazdan Smith Architecture (MPS) Greenville, SC.

The project will include the following elements:

All of the above work is to be provided by the CMAR Contractor under a service agreement for Pre-constructive Services and a Construction Agreement for Constructive Services with a Guaranteed Maximum Price (GMP) between the Owner (Greenville County) and the CMAR Contractor. The GMP and signed contract are to be executed prior to the commencement of the work.

SCOPE OF SERVICES

A draft summary of Scope of Services is included below. The final Scope of Services will be negotiated with the selected CMAR. The proposal shall include any comments or suggested changes to the draft summary Scope of Services.
A. Preconstruction Phase Services:

1. **Design Document Review** services shall be completed to:
   
a. Perform constructability reviews and availability of materials and labor;
   
b. Identify project sequencing and possible “early” construction packaging for phased construction;
   
c. Evaluate major systems and make recommendations concerning the most cost-effective;
   
d. Evaluate the budget and make suggestions for cost-savings or value enhancements;
   
e. Update cost estimates and scheduling; and
   
f. Consult with subcontractors on components of the work.

2. **GMP Development** – Contractor will, at the latest, commence upon the completion of 60% design plans and specifications. A pre-construction GMP development schedule shall be provided to Greenville County and GMC for review. The CMAR will review and comment on Construction Document Drawings and Specifications within 2 weeks of beginning pre-construction services or as outlined in the preliminary schedule noted above. The costs for each developed GMP at 60%, and 100% shall be developed through an open-book process whereby sub-contractor costs will be shared with the Owner and Architect upon request. The GMP shall also include CMAR General Condition costs, overhead costs and profit for all work under the Construction Phase Services Agreement, as described in the following outline of CMAR Construction Services, as well as any contingency allowances. Formal pricing, as required in the preconstruction phase, should occur at the following design intervals: 60%, and 100% (GMP).

3. **GMP Negotiation** - If GMP negotiations are successful, a contract between County and Contractor to perform construction services will be executed. The CMAR shall competitively solicit all construction subcontracts and other work appropriate for competitive selection but is free to use qualification factors other than price of work to select construction subcontractors that will deliver the greatest value to Greenville County.

B. Construction Phase Services

1. **Construction Administration Services** - This represent the management and administration of the CMAR’s Construction Phase contract obligations including, but not limited to, the following activities:
   
a. Provide all requisite bonds and insurance for the construction of the project;
   
b. Possess the requisite license and assure that all subcontractors are also appropriately licensed, bonded and insured for the tasks needed to complete construction phase of the project;
c. Procure and manage all equipment and construction contractors to complete the Construction Phase scope of work for the project;
d. Hold bi-weekly progress/construction meetings and submit meeting minutes for review and approval by Greenville County and GMC;
e. Develop and update a construction management plan that includes Construction Phase quality control procedures, safety programs, construction document management protocol, etc.;
f. Manage subcontractors (contracts, insurance, and bonds);
g. Prepare applications for payment requests and maintain cash flow projection and schedule of values;
h. Submit and track shop drawings and equipment Operations & Maintenance (O&M) Manuals;
i. Track Request for Information and/or clarifications (RFIs);
j. Prepare record drawings; Startup and commission facilities with operator training through completion of acceptance testing;
k. Facilitate project close-out; and
l. Administer warranties through the warranty period.

2. Site Security - Site security will be the responsibility of the CMAR throughout the duration of the construction phase. The CMAR will need to develop an acceptable security plan to control access to the construction site during all phases of construction without interrupting normal day-to-day operations of the facility. The CMAR will be responsible for construction of any alternate entrance locations or operations of any existing security gates, as well as any repairs required to bring facilities (i.e., roadways, curb and gutter, landscaping) back to their current condition.

3. Project Schedule - Requirements will include developing a detailed project construction schedule defining construction activities of each element of the project and their inter-relationships along with milestone dates relative to project completion and permit requirements using approved scheduling software. Monthly monitoring, updating, and reporting of the project schedule will be required to demonstrate an efficient and timely delivery of the project. Construction must be completed by September 30, 2020.

4. Project Budget Reporting - Requirements will include the preparation of a project budget monitoring protocol to provide monthly updates on the status of the following financial attributes of the project: update cash flow projections for the Construction Phase including actual construction costs; maintain a comparative assessment of actual costs relative to the GMP; and provide documentation of any resultant changes in the projected life cycle costs resulting from construction-related decisions and/or changes.

5. Design Compliance Review – Review will include meetings with County and GMC to validate that the design requirements are being provided during the Construction Phase. The meetings shall occur as necessary but not less than every two weeks. One objective of these meetings will be to review the CMAR’s documentation of any resultant changes in the projected costs resulting from construction-related decisions and/or changes.
6. **Submittals** will include, but are not limited to, the following:

   a. Prepare and submit submittals required by individual Specification Sections;
   b. Collect information into a single submittal for each element of construction and type of product or equipment;
   c. Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Engineer’s digital data drawing files is otherwise permitted;
   d. Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed;

7. **Operation and Maintenance (O&M) Manuals** – Manuals will include, but are not limited to, the following:

   a. Supply a complete set of equipment O&M manuals that provide the requisite components;
   b. Supply an O&M manual for the instrumentation and control system, including a complete log of the programming and signal tagging list;
   c. Supply a custom prepared O&M manual for the operation of the overall facility that includes the startup and shutdown under normal and emergency conditions;
   d. Supply equipment summary reference sheets and maintenance schedules for all major equipment with interface references to equipment O&M;
   e. Supply a trouble-shooting section for normal and emergency conditions;
   f. Supply O&M manuals for any additional elements necessary to acquire the operating permits for the facility.

O&M documents shall be in PDF format and created from the software in which they were produced or scanned at a resolution of 300 dpi or greater. All text of the document(s) must be text-selectable and searchable with the exception of pages which are in their entirety drawings or diagrams. The electronic documents provided will allow Greenville County to edit electronically as desired.

8. **Startup and Commissioning** of the constructed facility will include completion of the requisite startup and commissioning activities. As a minimum, the activities will include the following:

   a. Completion of equipment operational check-out and startup;
   b. Operational testing of the individual systems; and
   c. The operation of the overall facility as a whole under various configurations necessary to demonstrate compliance with the acceptance test requirements and the process performance criteria defined in the final contract documents.
9. **Training** shall be provided to the County staff and videotaped by the CMAR. The operator training will include pre-startup training that will continue through the startup, acceptance testing, and commissioning of the project. All training scheduling will be coordinated with County. All O&M Manuals will be presented in electronic versions (format to be agreed upon by County) and hard copies.

10. **Construction Documentation Management** shall be implemented as defined in the construction management plan to collect and store the following data in a readily retrievable manner: correspondence, payment requests, schedule updates, test results, shop drawings, RFIs, change requests, record drawings, and miscellaneous submittals to County and GMC. Management software that allows for access by CMAR, County and GMC is preferred.

11. **Project Closeout** will include activities needed to complete final completion of the Construction Phase following the notification of Substantial Completion. Closeout activities will include, but not be limited to, the completion of all punch list items defined at the point of substantial completion, training, commissioning, final permit acquisition, and project document transfer.

12. **Warranty Administration** will be provided by the CMAR throughout the requisite warranty period and will include activities such as: warranty request tracking, event documentation and response monitoring, direct interface with suppliers requesting and monitoring all warranty service needs and corrective activities, and providing any modification and/or updates to the project record drawings that may result from warranty activities.

### III. Diversity Objectives

Greenville County is committed to provide equal opportunity to traditionally disadvantaged groups and to promote utilization of a diverse workforce that is reflective of Greenville County residents. Greenville County encourages participation by small, disadvantaged and minority businesses (SDMB) and encourages Proposers to make a significant commitment to use SDMBs as subcontractors and suppliers. Each Proposer and its subcontractors must reflect a commitment to Greenville County’s goal of achieving diversity in all facets of the project.

**Small, Disadvantaged and Minority Businesses.** For purposes of this procurement, Greenville County hereby establishes a goal that 10% of the overall value of the contract awarded include participation of small, disadvantaged, and minority businesses (SDMB). SDMB is defined per § 7-198 of the Greenville County Code of Ordinances. The successful Proposer will be required to take affirmative steps to ensure maximum recruitment of SDMBs as sources of supplies, construction and other services whenever reasonably possible. Response documents require documentation of Proposer’s efforts to recruit SDMBs.

Not less than seven (7) days prior to bid submittal, each Proposer must provide written notice to SDMBs of Proposer’s interest in receiving sub-bids on this project.
Each Proposer’s written notice shall consist of a letter containing Proposer’s name; County RFP number, description of work available for subcontracting, Proposer’s contact information, information on availability of plans and specifications, and Proposer’s policy concerning assistance to subcontractors in obtaining bonds, credit lines and insurance. A copy of the letter sent to SDMBs and a list of businesses to which letters were sent is required to be provided with the response documents along with the confirmation for letters sent by fax, copies of metered or stamped envelopes for letters sent by mail, and copies of emails for which the letters were sent as an attachment to that email.

**Workplace Diversity.** Greenville County will additionally evaluate Proposer’s commitment to providing traditionally disadvantaged groups with workforce opportunities. Each Proposer must: (a) provide a narrative description of how it is currently utilizing minorities and women throughout its workforce; (b) describe how opportunities have previously been provided for minorities and women to receive training and work within Proposer’s company; and (c) complete the Workforce Utilization Form contained in the RFP (Attachment C) to describe its current workforce and intended subcontractors’ current workforce.

*Any Proposal to this RFP without the required documentation will be considered non-responsive.*

**IV. Pre-Proposal Meeting**

A *non-mandatory pre-proposal* meeting will be held at **9:00 AM, EST, Thursday, February 20, 2020** at **350 Halton Rd, Main Entrance 2nd Floor Lobby, Greenville, SC 29607**.

**V. Pricing**

Vendors shall list any and all pricing associated with Pre-constructive Phase Services. The Guaranteed Maximum Price (GMP) for the Constructive Phase will be negotiated at a later date.

**VI. Bonding**

Bonding will not be required during the Pre-constructive Phase. Bonding will be required during the Constructive Phase. Information on bonding can be found in the Terms and Conditions page 21.

**VII. Submission Procedures and Requirements**

A. All submissions must be received by **3:00 PM, EST, WEDNESDAY, MARCH 11, 2020**, and delivered to Greenville County Procurement Services Division, 301 University Ridge, Suite 100; Greenville, South Carolina 29601. If the submission is late, the proposal will be rejected. There will be no exceptions. Responders submitting proposals shall be responsible for all cost of preparing such proposals.
B. Responders to solicitations shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) unbound original and five (5) bound copies. Facsimile transmittals, hard copies or offers communicated by telephone will not be accepted or considered.

C. License and Permits – The Contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

VIII. Submittal Checklist

Vendors shall provide the following. All items are required. This checklist is provided to assist the responder in ensuring they submit a complete proposal. Non-submittal is considered non-responsive and cause for rejection of proposal.

The Proposal shall include the following information in the exact order listed. The Proposal shall be letter-sized (8.5 x 11) with a total page limit of forty (40) single-sided pages or twenty (20) double-sided pages and shall be submitted as outlined herein. Proposals may include ledger-sized pages (11 x 17), but each ledger-sized page will be counted as two pages. Divider pages do not count as part of the page limit. The Instruction to Respondents signature page (Page 1) and requested surety information will not count as part of the page limit. All other pages or brochures will count in the page limit. The Proposal shall include the following sections:

A. Cover Letter
B. Proposal Requirements
   • Proposer Questionnaire
C. CMAR Project Approach
D. Preconstruction Phase Services Approach
E. Construction Phase Services Approach
F. Approach to Project Criteria of Significant Interest
G. Fee Proposal
H. Affidavit
I. Diversity Objectives

A. The Cover Letter shall include the following:

1. A statement indicating that the Proposal is hereby submitted, signed by an authorized representative of the Proposer, and specifically acknowledge receipt of any addenda by date.
2. A statement indicating the Proposer’s intent to execute an Agreement with the Owner if selected for the Project.
3. A statement from the Proposer acknowledging that an evaluation team established by County will evaluate the Proposals and make a recommendation to the Procurement Director for either a) award project to the highest scoring Responder or b) to interview a shortlist of Responders. If interviews are held, final determination and award of the
CMAR Contract for this project will be selected following the interview process. The statement should also state that the Proposer understands and agrees there is no statutory or legal entitlement to be awarded the CMAR Contract, and hereby waives the right to object to County’s methods of evaluation of submitted Proposals.

4. Attach “Instruction to Respondents” signature page (Page 1). This will not count towards the page count of the proposal.

Requirements for all other sections of the Proposal are included in the following Proposal Requirements.

B. PROPOSAL REQUIREMENTS

Proposals are to include all of the content listed and follow the organization outlined in this section.

1. Proposer Questionnaire - Failure of Proposer to meet the requirements of any of the following elements listed below will result in a determination of “Not qualified” and the Proposer will be excluded from further participation in this solicitation.

   a. Firm must hold a valid South Carolina General Construction Manager License and General Contractor (BDS) license. A copy of each license must be submitted and should be placed in an appendix (does not count toward page limit).
   
   b. Has the Proposer or any of its Officers (including any experience and time while employed by another firm) been convicted of criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning moral turpitude, antitrust, public contracting, or prevailing wages over the past 10 years?
   
   c. Has the Proposer or any of its Officers (including any experience and time while employed by another firm), Parent, Affiliates, or Subsidiaries had a judgment entered for contract default or been barred from bidding on public contracts over the last 10 years?
   
   d. General Background of Proposer
      
      i. Proposer name, address, and contact information.
      
      ii. Has Proposer operated under the current name for the last 10 years? If not, attach a complete explanation for operating under a different name as well as previous name and address within last 10 years.
      
      iii. Current Officers and length of time with the Proposer. Also, identify those authorized to sign contracts on behalf of the Proposer.
      
      iv. Name, address, and telephone number of Parent and each Subsidiary and Affiliate of the Proposer.
      
      v. Has the Proposer, its Parent, or any of its Subsidiaries had a bankruptcy petition filed in its name, voluntarily or involuntarily within the last 10 years? If yes, list the number of bankruptcies.
      
      vi. Has the Proposer been found civilly or criminally liable for environmental non-compliance over the last 10 years?
vii. OSHA Experience Modification Ratio for the past five years.
viii. Lost Time Incident Rate (LTIR) for the past five years

e. Proposed Project Personnel
   i. Provide an overall organizational chart for the Proposer. In addition, include
detail information as indicated below.

   ii. Proposed Project Manager
      a) Provide the resume of the individual who is the best candidate for this
         position. List name, qualifications, and background. Include names and
         addresses of companies who have employed him/her during the last 10
         years. The following statement shall be inserted in the bottom margin of
         the resume: “This proposed individual shall be available to work full time
         on this Project for its entire duration and shall not be reassigned without
         the expressed written concurrence of GREENVILLE COUNTY.”
      b) Provide a summary of the three (3) most similar projects by size, type,
         and duration that the proposed Project Manager has
         supervised/managed in the last 10 years for the Proposer or another
         company. At a minimum, the following information shall be provided:
         • Project Name
         • Brief Description of Scope
         • Constructed Value
         • Project Duration and Completion Date
         • Candidate’s Position and Duties
         • Owner Point of Contact, Address, and Phone Number

   iii. Proposed Site Superintendent
      a) Provide the resume of the individual who is the best candidate for this
         position. List name, qualifications, and background. Include names and
         addresses of companies who have employed him/her during the last 10
         years. The following statement shall be inserted in the bottom margin of
         the resume: “This proposed individual shall be available to work full time
         on this Project for its entire duration and shall not be reassigned without
         the expressed written concurrence of GREENVILLE COUNTY.”
      b) Provide a summary of the three (3) most similar projects by size, type,
         and duration that the proposed Site Superintendent has
         supervised/managed in the last 10 years for Proposer or other company.
         At a minimum, the following information shall be provided:
         • Project Name
         • Brief Description of Scope
         • Constructed Value
         • Project Duration and Completion Date
         • Candidate’s Position and Duties
         • Owner Point of Contact, Address, and Phone Number

iv. Proposed On-Site Assistant Project Manager
   a) Provide the resume of the individual who is the best candidate for this
      position. List name, qualifications, and background. Include names and
addresses of companies who have employed him/her during the last 10 years. The following statement shall be inserted in the bottom margin of the resume: “This proposed individual shall be available to work full time on this Project for its entire duration and shall not be reassigned without the expressed written concurrence of GREENVILLE COUNTY.”

b) Provide a summary of the three (3) most similar projects by size, type, and duration that the proposed On-Site Assistant Project Manager has supervised/managed in the last 10 years for Proposer or other company. At a minimum, the following information shall be provided:

- Project Name
- Brief Description of Scope
- Constructed Value
- Project Duration and Completion Date
- Candidate’s Position and Duties
- Owner Point of Contact, Address, and Phone Number

v. Sub consultants (if applicable): Outline proposed scope of work and provide resumes and contact information for any proposed sub consultants. Resumes shall be a maximum of two pages and shall include: qualifications; project experience; professional registrations; and present and anticipated workload.

2. **Scheduling Capabilities:** The Proposer shall have the capability of preparing and utilizing the Critical Path Method (CPM) scheduling technique specified herein. A statement of CPM scheduling capability shall be submitted with the Proposal to verify that either the Proposer’s organization has in-house capability qualified to use the technique, or that the Proposer employs a consulting firm or contract individual who is so qualified.

3. **Proposer Experience:** Using the form included in Attachment A at the end of the RFP (reproduce as necessary), complete and provide the requested information for the Proposer for the satisfactory completion of a minimum of three similar projects within the last 10 years. Proposers should include any experience with ice rinks. Proposers must make sure contact is current as these Attachments will be used as Proposer’s references.

Greenville County reserves the right if, in its judgment, the projects submitted under this section are not representative of the overall history of the Proposer’s performance over the last 10 years.

C. **CMAR PROJECT APPROACH**

1. Describe your plan for implementing a CMAR methodology, including collaboration with Greenville County and GMC.

2. Provide an outline of your health and safety plan. Describe how your approach applies to this Project. Describe the project staffing dedicated to the health and safety program.
3. Provide an outline of your quality plan for construction. Describe how your approach applies in a CMAR environment. Describe the project staffing dedicated to the quality program.

4. Provide a preliminary summary level schedule for the construction of the project. Schedule should reflect the Proposer’s methodology for effectively managing and executing the work.

5. Provide any comments or suggested changes to the draft summary Scope of Services outlined in Section 4 of this document.

6. Provide documentation verifying that Proposer satisfies Greenville County’s Minimum Requirements which shall not be less than the following amounts:
   a. Builder must have a safety Experience Modification Rate (EMR) average of not greater than 1.0 over the last three years. A letter from a third party documenting the firm’s EMR for at least the last three years must be submitted and should be placed in an appendix (does not count toward page limit).
   b. Firm must have bonding capacity to provide a payment and performance bond for the total cost of the work. A letter from a surety stating that the firm has sufficient bonding capacity must be submitted and should be placed in an appendix (does not count toward page limit).
   c. Firm must be able to obtain a Builder’s Risk Insurance Policy for the total cost of the work. A letter from an insurance company stating that they can certify that the firm has the ability to obtain a comprehensive builder’s risk program for the total cost of the work must be submitted and should be placed in an appendix (does not count toward page limit).
   d. Firm must include a current Contractor’s Certificate of Insurance, and must be insurable according to the amounts listed in Section X, Insurance, page 17. A letter from the firm’s insurance carrier verifying these limits must be submitted and should be placed in an appendix (does not count toward page limit).

D. PRE-CONSTRUCTION PHASE SERVICES APPROACH

1. Describe your plan to provide preconstruction services and incorporate value engineering services into the design of the project.
2. Describe your approach to developing the GMP, including level of effort and resources required to deliver the GMP.
3. Describe your plan for a transparent procurement system with a wide variety of evaluation and selection methodologies that can be audited for fairness and competitiveness. List anticipated early procurement equipment and materials.
E. CONSTRUCTION PHASE SERVICES APPROACH

1. Describe your general approach to constructing the project. Describe how your construction staff will interact with the design team to seek design clarifications and resolve design discrepancies in the field.
2. Describe how you will document actual construction costs during the construction period and make these costs available to Greenville County for verification and audit.
3. Describe your approach to equipment and sub-consultant selections with GMC and Greenville County. Describe how your construction staff will interact with the design team to ensure transparency. Please provide an example of this evaluation form that would be used during the construction phase.
4. Describe your plan for delivering construction, including a percentage (%) of total work that will be self-performed. For subcontracted work, describe how you will select the best value subcontractors and oversee and guarantee their performance.
5. Describe how you will manage sub-contractors to insure they perform as expected.
6. Describe how you will ensure site security during all phases of construction without interrupting normal day-to-day operations of the facility.

F. PROJECT CRITERIA OF SIGNIFICANT INTEREST

1. Guaranteed maximum price — please give examples if GMP was not met and why?
2. Schedule — please give examples if schedule was not met and why?
3. Architectural — what experience does the Proposer have with administration and operations facilities?
4. Schedule — how soon would the Proposer be able to begin performing pre-construction services after award?

G. COST OF SERVICES

1. Fee Proposals: Responders shall list their fees for the Pre-constructive Phase. If a short list is recommended by the evaluation team, each shortlisted firm invited to interview will be asked to explain their fee during the interview. These fee proposals will be part of the selection evaluation.
2. Provide estimated General Conditions monthly cost based on proposed construction duration.

H. AFFIDAVITS

The Proposers must complete the affidavit attached to the end of the RFP and submit the affidavit with the Proposal (Attachment B).

I. DIVERSITY OBJECTIVES

Proposers must list their intended subcontractors for all phases of the RFP. Each subcontractor must be identified as a Small, Minority, Disadvantaged, or Other Business. The diverse employment statistics for each company shall be listed using Attachment C —
Workforce Utilization Form. Copies of letters or emails sent to the subcontractors mentioned in Section III and their responses will not count toward the page limit.

IX. **Inquiries and Addenda**

A. Questions – All questions concerning this RFP are to be submitted in writing via fax, electronic mail, or regular mail to Bob Brewer, CPPO, CPPB, Director, Procurement Services Division, to the address listed below, no later than **5:00 PM, EST, WEDNESDAY, FEBRUARY 26, 2020**. Please refer all questions in writing about this Request for Proposals and project to:

   County of Greenville  
   Bob Brewer, CPPO, CPPB  
   Director  
   Procurement Services Division  
   301 University Ridge, Suite 100  
   Greenville, South Carolina 29601-3665  
   Phone: (864) 467-7200  
   Fax: (864) 467-7304  
   E-mail: rbrewer@greenvillecounty.org

   All inquiries and responses will be distributed to all vendors known to have received the RFP document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this RFP.

B. Addenda – This RFP represents the most definite statement Greenville County will make concerning information upon which proposals are to be based. Any changes to this RFP will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received an RFP document. No addenda will be issued later than five (5) working days prior to the date for receipt of proposals except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this IFB. Vendors shall acknowledge receipt of all addenda with their Proposal.

X. **General Information**

A. Proprietary Information – The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.

B. Errors and Omissions – The Responder will not be allowed to take advantage of any errors or omissions in the Request for Proposals. Where errors or omissions appear in the IFB, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the
specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

C. Withdrawal of Proposal – An official representative of a Responder may withdraw a Responder’s response at any time prior to the proposal submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D. Non-Endorsement – If the County awards a contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Greenville’s endorsement of the successful Responder’s services.

XI. Insurance

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor’s insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County’s RFP #67-03/11/20.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:
Comprehensive General Liability:
$50,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee
$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage’s will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

XII. Evaluation Criteria

The proposals will be evaluated on the following criteria utilizing the score sheet included in this RFP. Greenville County reserves the right to interview responders to this RFP at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this RFP
- CMAR Approach
- Pre-constructive Phase Approach
- Constructive Phase Approach
- Cost Proposal
- Schedule
- Company’s experience with Guaranteed Maximum Price projects
- Company’s experience on projects of similar scope and size
- Proposed staff and experience
- Ability to meet project costs
- Ability to meet project deadlines
- References
XIII. Illegal Immigration Reform Act Compliance

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor’s failure to comply with the Act.

XIV. Safety, Health, and Security

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor’s activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor’s safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

XV. Sample Contract

A Sample Contract for the Pre-constructive Phase and a Sample Contract for the Constructive Phase is included for review.
INSTRUCTIONS/TERMS AND CONDITIONS:

1. **Response Opening and Award**: Responses shall be publicly opened and only the names of the offerors disclosed at the opening. For IFBs, the name of the responder as well as the price will be disclosed. However, no decision will be made until Procurement Services and the user Division have had ample time to review each response. Award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County’s best interest. The contract will be awarded to the response that meets the requirements and criteria set forth in the Solicitation. No response may be withdrawn for a period of sixty (60) days after the opening date. Responses, whether mailed or hand delivered, must be received and time/date stamped in the Procurement Services Office by the closing time and date indicated on the solicitation. Responses received after the closing time/date will not be accepted. By submission of a response, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.

2. **Rights Reserved by Greenville County**: Greenville County reserves the right to reject any and all responses, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in response evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the response, or to procure or contract for goods or services listed herein.

3. **Responders Qualification**: Responders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the responder’s ability to provide the products or services requested herein.

4. **Responders Responsibility**: Each responder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this response. It is expected that this will sometimes require on-site observation. The failure or omission of a responder to be acquainted with existing conditions shall in no way relieve the responder of any obligations with respect to this response or to any contract as a result of this response.
5. **References:** The County requires responders to list at least three (3) references, names, addresses, telephone numbers, and email addresses of contact persons for companies with whom the bidder has performed or provided similar work, service or product.

6. **Waiver:** The County reserves the right to waive any Instructions to Responders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.

7. **Rejection:** Greenville County reserves the right to reject any response that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like responses; or ambiguous responses which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

8. **Response Signature and Solicitation Alterations:** The responder shall sign his response correctly or the response may be rejected. If the response shows any omissions, alteration of form, unauthorized additions, a conditional response or any irregularities of any kind, the response may be rejected.

9. **Questions:** Questions shall be submitted by email to Bob Brewer, Director at rbrewer@greenvillecounty.org or in writing to Procurement Services Division, 301 University Ridge, Suite 100, Greenville SC, 29601, or Fax to (864) 467-7304 by the date listed on the schedule.

10. **Bid Bond:** If required per solicitation, bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Check, Cashier’s or Bank Money Order of any national or state bank and shall be made payable to Greenville County. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.

11. **Return of Bid Bond:** If required per solicitation and after bids are awarded, the Procurement Services Division will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.

12. **Performance and Payment Bond:** If required per solicitation, the successful bidder, within fifteen (15) working days after acceptance of the bidder’s offer by the County, shall furnish a satisfactory performance and payment bonds in the amount of the total bid price. The performance and payment bonds must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Procurement Director. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Procurement Services Division the performance and payment bonds in said period of
fifteen (15) working days after acceptance of the bidder’s offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bonds will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder’s failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bonds will be in effect for one year after completion of the contract.

13. **Availability of Bonding Agency:** If bonding is required per the solicitation, the bonding company must have an agent available to meet with County officials to clarify and explain the County’s responsibility in maintaining the integrity of the bond.

14. **Specification Changes, Additions and Deletions:** All changes in specifications shall be in writing in the form of an addendum and furnished to all responders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this proposal.

15. **Number of Response Copies:** Please submit One Unbound Original and Five (5) Bound Copies of your response.

16. **Response Changes:** Responses, amendments thereto or withdrawal requests received after the advertised time for response opening, shall be void regardless of when they were submitted.

17. **Response Price:** The price presented as a result of these specifications shall be for the contract period. The response shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the response. Erasures or use of typewriter correction fluids may be cause for rejection. No response shall be altered or amended after specified time for opening.

18. **Federal, State and Local Laws:** The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.

19. **Tie Bids:** In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 7-305(9) of the Greenville County Code of Ordinance (Chapter 7, Article VIII), or in what it considers to be in the best interest of the County.

20. **Deduction and Holdbacks:** In addition to the County’s right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor’s failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may
include, but are not limited to, the cost of using the County’s employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County’s intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.

a. For use of County’s forces – actual cost involved.
b. For use of another contractor – the amount charged by said contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

21. Evaluation Criteria:
The responses will be evaluated on the following criteria utilizing the score sheet included in this solicitation. Greenville County reserves the right to interview responders to this solicitation at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this RFP
- CMAR Approach
- Pre-constructive Phase Approach
- Constructive Phase Approach
- Cost Proposal
- Schedule
- Company’s experience with Guaranteed Maximum Price projects
- Company’s experience on projects of similar scope and size
- Proposed staff and experience
- Ability to meet project costs
- Ability to meet project deadlines
- References

22. Quality: Unless otherwise indicated in this solicitation it is understood and agreed that any items offered or shipped on this solicitation shall be new and in first class condition unless otherwise indicated herein.

23. MBE/WBE Participation – Affirmative Action:

a) MBE/WBE – Vendors submitting responses are encouraged to solicit MBE/WBE
participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of
involvement for monitoring purposes.

b) The successful vendor will take affirmative action in complying with all Federal and State
requirements concerning fair employment and treatment of all employees, without regard
or discrimination by reason of race, color, religion, age, sex, national origin or physical
handicap.

24. **Default:** In case of default by vendor the County may procure the item or services from other
sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or
by proceeding against the vendor’s performance bond, if any, and/or by suit against vendor.

25. **Termination for Cause:** Any awarded contract is subject to termination for failure to comply with
the specifications, terms and conditions by the County or the contractor upon written notice by
registered mail. Such termination will be effective not less than ten (10) days nor more than sixty
(60) days after receipt of such notice from the County nor less than thirty (30) days nor more than
sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to
terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to
the announced termination date. In the event of termination, the County shall be responsible to
pay the contractor only for work satisfactorily completed upon the effective date of termination
and shall not be responsible for any other charges.

26. **Termination for Convenience:** Greenville County may terminate for convenience any contract
resulting from this solicitation by providing sixty (60) calendar days advance written notice to the
vendor.

27. **Non-Appropriation:** Any contract entered into by the County resulting from this solicitation shall
be subject to cancellation without damages or further obligation when funds are not appropriated
or otherwise made available to support continuation of performance in a subsequent fiscal period
or appropriated year.

28. **Incorporation of Proposal into Contract:** The terms, conditions, and specifications of this proposal
and the selected firm’s response are to be incorporated, in total, into the contract.

29. **S.C. Law Clause:** Upon award of contract under this response, the person, partnership, association
or corporation to whom the award is made must comply with the laws of South Carolina which
require such person or entity to be authorized and/or licensed to do business with this State.
Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder
from requirements that it be authorized and/or licensed to do business in this State, by
submission of this signed response, the responder understands and agrees to be bound to the
jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts
or future conflicts under the contract and the performance thereof, including any questions as to
the liability for taxes, licenses, or fees levied by the State.
30. **Illegal Immigration Reform Act Compliance:** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

31. **Assignment Clause:** Successful responder will be required to give the County ninety (90) days' notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

32. **Indemnification:** The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.

33. **Deviations from Specifications:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful responder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the response and not listed may be cause for rejection. Responders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.

34. **Minor Deviations:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

35. **Contractor License Requirement:** The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep
himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations which in any manner affect the fulfillment of his contract and shall comply with the same.

36. **Conflict of Interest Statement**: The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a response, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

37. **Insurance**: The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance except Worker’s Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor’s insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP #67-03/11/20.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies.

**Comprehensive General Liability:**
$50,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.
Automobile Liability:
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000 Each Accident
$1,000,000 Disease, Per Employee
$1,000,000 Disease, Policy Limit

Waiver of Subrogation
Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

38. **Contracts**: The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor’s contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.

39. **Contractor Liability**: The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney’s fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no circumstances and with no exception will Greenville County act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

40. **Sub-Contracting**: The contractor shall not subcontract any portion of this contract without proper written approval from the County.
41. **Non-Collusion**: The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this response.

42. **Prohibition of Gratuities**: Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.

43. **Publicity Releases**: Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County’s name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.

44. **Public Record**: The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Solicitation are subject to requirements of the Freedom of Information Act and may be deemed public records.

45. **Precedence**: In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.

46. **Compliance With Prison Rape Elimination Act (PREA)**: By submitting an offer, Contractor certifies that it will comply with the applicable requirements of The Prison Rape Elimination Act of 2003 and agrees to provide or submit the needed information to (a) examine the criminal history of Contractor or any subcontractor who will perform services, which result in contact with inmates and (b) Contractor agrees to disclose any information regarding past history of allegations of sexual harassment or sexual abuse by Contractor or any subcontractor. Contractor and subcontractor agree to complete Training provided by the County and sign an acknowledgement of understanding of PREA requirements. In the event the Contractor or any subcontractor is found not to be in compliance with PREA, the Contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such Contractor or subcontractor’s failure to comply with the Act.

47. **Americans with Disabilities Act**: All work shall be compliant with the full intent of all ADA (Title II) guidelines for accessibility, play components and design. The Department of Justice's regulation implementing Title II, subtitle A, of the ADA applies to State and local government entities, and protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Further, all Local and County code compliances regarding ADA must be met. For additional information on
ADA compliance, refer to (ADA.gov).

48. **Asbestos Management Plan**: Contractor, contractor’s employees or any subcontractors will not introduce asbestos containing materials into any County of Greenville facility and will certify at the end of project that all materials used are free and clear of asbestos containing materials. Further, will provide a MSDS for all products utilized and installed in County of Greenville facilities.

Failure by Contractor, Contractor’s employees or any subcontractor to comply with the County of Greenville Asbestos Plan and / or any governing agency’s regulations may result in work stoppage, dismissal of individual workers, and/or termination of contract and in addition risk potential citations issued by the governing agencies for violations. It is the responsibility of the contractor to:

A. Review the Asbestos Inspection Reports for the facilities for which they are providing services, provide contractor’s employees and subcontractors notification of ACM
B. Provide proof of asbestos training, medical examinations, proper PPE (when necessary)
C. Provide proper licenses, permits, and certifications
D. Comply with all federal, state and local regulations
E. Provide proof of and/or copies of required records upon request of the County of Greenville when necessary
F. Provide a Safety Data Sheet (SDS) for all products installed in County Facilities.
## Greenville County

**Construction Manager at Risk**

**For Halton Road Renovations**

**RFP #67-03/11/20**

**Score Sheet**

<table>
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**Maximum Points 120**

**Total Score _________**

**Notes:**
STATE OF SOUTH CAROLINA) SERVICES AGREEMENT FOR
COUNTY OF GREENVILLE) CONSTRUCTION MANAGER AT RISK
FOR HALTON ROAD RENOVATIONS

This AGREEMENT is made and entered into on this ____ day of ____________,
2019, by and between the COUNTY OF GREENVILLE, a political subdivision of the State
of South Carolina, having its principal place of business at 301 University Ridge,
Greenville, S.C. 29601 (“County”), and ________________________________,
located at ________________________________ (“Contractor”).

In consideration of the covenants hereinafter set forth, the parties mutually
agree as follows:

1. CONTRACT PERIOD. This Agreement shall begin on the effective date of
the Notice to Proceed, and shall remain in effect until June 30, 2020. The County may
elect to extend the contract by providing notice to the Contractor at least thirty (30)
days prior to the termination date.

2. SCOPE OF SERVICES. County has employed Contractor to provide
Construction Manager at Risk services for Halton Road Renovations. This agreement will
be for Consulting and Pre-construction Phase. A separate agreement for the
Construction Phase will be negotiated at a later date.

These services to be provided by Contractor are set forth more fully in County
Request for Proposals (“RFP”) #67-03/11/20 and in Contractor’s Response, received
______________ to County RFP #67-03/11/20, attached hereto and incorporated
herein by reference.

3. PRICE. County agrees to pay Contractor a total sum not to exceed
_________________ dollars ($XXXXX.XX).

4. STANDARD OF CARE. Services performed by Contractor will be
conducted in a manner consistent with that level of care and skill exercised by members
of the profession with Contractor’s experience and qualifications currently providing similar services.

5. DOCUMENTS. In connection with the performance of the services, Contractor may deliver to County one or more reports or other written documents reflecting services provided. All such reports or other written documents shall become the property of County upon delivery; however, all original data gathered by Contractor and work papers produced by Contractor in the performance of services are, and shall remain the sole and exclusive property of Contractor.

6. PAYMENT TERMS. Contractor will submit invoices to County, which shall include a detailed listing of charges upon completion of services. Within ten (10) days of receipt of an invoice County shall notify Contractor of any dispute with the invoice and Contractor, upon such notice, shall provide to County back-up data supporting the invoice. County and Contractor will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by County and is past due thirty (30) days from the date the invoice is received. If payment remains past due sixty (60) days from the date the invoice is received by the County, then Contractor shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 18. NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

7. NON-APPROPRIATION. It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the County will only be required to pay for services completed to the satisfaction of the County.

8. WARRANTY. Contractor warrants to County that all services and labor furnished to progress the work under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in
performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

9. INSURANCE. The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance, except Worker’s Compensation, Automobile Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the wavier of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the contractor’s insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County’s RFP#67-03/11/20.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled.
E. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

F. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**
$1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker’s Compensation:**
Coverage A - State of SC
Coverage B - Employers liability
  $1,000,000 Each Accident
  $1,000,000 Disease, Per Employee
  $1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from these coverages will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

Vendors will provide County a minimum of 30 days advance notice in the event the insurance policy (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

10. **INDEMNIFICATION.** Contractor agrees to defend, indemnify and save harmless the County and all County officers, agents and employees from and against
any loss, damage, claim or action, including all expenses incidental to such claim and action, to the extent arising from any negligent acts or omissions by Contractor, its agents, staff, consultants and contractors employed by it, in the performance of the services under this Agreement. Contractor shall not be responsible for any loss, damage, or liability to the extent arising from acts of the County, its agents, staff, and other consultants employed by it.

11. RIGHT OF ENTRY. The County will provide for the right of entry for Contractor, its subcontractors, and all necessary equipment in order to complete the work under this Agreement. Contractor agrees to be responsible for any damage to property that is caused by Contractor, its subcontractors and/or equipment and further agrees to take all necessary corrective action for any damage to property that is caused by Contractor, its subcontractors and/or equipment.

12. SAFETY, HEALTH, AND SECURITY. Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor’s activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor’s safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.
13. **COMPLIANCE WITH CODES AND STANDARDS.** Contractor’s professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time Contractor rendered its services. Contractor shall not be responsible for any claim or liability for injury or loss allegedly arising from Contractor’s failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time Contractor rendered its services.

14. **ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE.** By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor’s failure to comply with the Act.
15. PUBLIC RESPONSIBILITY. The County has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. Contractor will at all times alert the County to any matter of which Contractor becomes aware and believes requires the County to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the County decides to disregard Contractor’s recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.

16. CLIENT LITIGATION. Contractor agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the County, if the County requests such documents, witnesses and/or general assistance. The County shall reimburse Contractor for all direct expenses incurred and time according to Contractor’s rate schedule as of the date of the execution of this Agreement.

17. CONFIDENTIALITY. Contractor will maintain as confidential any documents or information provided by the County and will not release, distribute or publish same to any third party without prior permission from the County, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the County.

18. NOTICES. All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

COUNTY
Bob Brewer, CPPO, CPPB, Director
Procurement Services Division
County of Greenville
Procurement Services Division
301 University Ridge, Suite 100
Greenville, SC 29601

CONTRACTOR
Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

19. TERMINATION. This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the Contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after Contractor’s receipt of such notice from the County, nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the Contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the County shall be responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the County shall not be responsible for any other charges.

Should the County fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the County shall be given notice of the default and an opportunity to cure such default within seven (7) business days after receipt of the notice of default. Should this Agreement be terminated by Contractor, Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the County as of the date of termination.

The County may terminate this contract for convenience by providing thirty (30) calendar days advance written notice to the Contractor.

This Agreement may also be terminated pursuant to the pertinent portions of Section 6 or Section 7 herein.

This Agreement may also be terminated by the written mutual consent of both parties.
20. CONTRACT DOCUMENTS. This Agreement, along with the provisions contained in County RFP #67-03/11/20 and Contractor’s Response to County RFP #67-03/11/20 represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be:

A. Any amendment signed after the execution date of this agreement;
B. This Agreement;
C. Contractor’s Response to County RFP #67-03/11/20;
D. Addenda to County RFP #67-03/11/20.
E. County RFP #67-03/11/20.

21. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

22. SEVERABILITY. Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

23. APPLICABLE LAW AND VENUE. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

The County and Contractor further agree that this Agreement shall be deemed to be made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

___________________________ By: __________________________

___________________________ Its: __________________________

CONTRACTOR

___________________________

COUNTY OF GREENVILLE

By: ____________________________

Herman G. Kirven, Jr., Chairman
Greenville County Council

By: ____________________________

Joseph M. Kernell
County Administrator

ATTEST: _______________________

Regina McCaskill
Clerk to Council
STATE OF SOUTH CAROLINA )
COUNTY OF GREENVILLE )

CONSTRUCTION AGREEMENT
CONSTRUCTION MANAGER AT RISK
FOR HALTON ROAD RENOVATIONS

THIS AGREEMENT is made and entered into on this _____ day of ________________, 2019,
by and between the COUNTY OF GREENVILLE, a political subdivision of the State of South
Carolina, having its principle place of business at 301 University Ridge, Greenville, S.C. 29601
(“COUNTY”), and CONTRACTOR, located at ________________________________
(“CONTRACTOR”).

IN CONSIDERATION of the covenants hereinafter set forth, the parties mutually agree as
follows:

1. CONTRACT PERIOD

This Agreement shall begin on the date the NOTICE TO PROCEED is issued by
COUNTY. All work phases specified herein must be completed no later than TBD (TBD)
calendar days from the effective date of the Notice to Proceed. Substantial completion of
the project will be TBD (TBD) calendar days with final completion by TBD (TBD)
calendar days. Project is subject to liquidated damages of approximately TBD ($TBD)
dollars per day for substantial completion and TBD ($TBD) per day for final completion.
If the Contractor fails to satisfactorily complete the work within the specified time,
liquidated damages shall be assessed up to value of the contract (total proposal). The
penalty may be drawn from any payment due, or the performance bond, at the discretion
of the County.

2. PROJECT SCOPE

COUNTY has employed CONTRACTOR to provide the Construction Phase of the
Construction Manager at Risk Services for Halton Road Renovations. The services to be
provided by CONTRACTOR are more particularly described in COUNTY’S RFP #67-
03/11/20 and in CONTRACTOR’S response to RFP #67-03/11/20 received November
20, 2019, which are both attached hereto and incorporated herein by reference.
CONTRACTOR acknowledges that it is an independent contractor and that it will at all
times act as such. Nothing in this Agreement shall be deemed to constitute
CONTRACTOR or any of its employees as the agent, representative or employee of
COUNTY, or create a joint venture between the parties.

3. PAYMENT TERMS

3.1 COUNTY agrees to pay CONTRACTOR for the services described in the Project
Scope an amount not to exceed the Guaranteed Maximum Price (GMP) of
_____________________________ dollars ($XX,XXX.XX).

3.2 CONTRACTOR will submit monthly invoices to the COUNTY. Such invoices
shall include a detailed listing of charges. COUNTY shall notify CONTRACTOR
within ten (10) days of receipt of invoice of any dispute with the invoice and
CONTRACTOR, upon such notice, shall provide back-up data to COUNTY. COUNTY and CONTRACTOR will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by COUNTY and is past due thirty (30) days from the date the invoice is received. If payment on undisputed invoice amounts remains past due sixty (60) days from the date the invoice is received by COUNTY, then CONTRACTOR shall have the right to either suspend all work under this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 12.2. COUNTY shall, prior to making payment on any invoice, withhold ten (10%) percent from any payment due. The amounts so withheld shall be released to CONTRACTOR upon satisfactory completion of the Project.

3.3 Approval and/or payment of such invoices shall not in any way relieve CONTRACTOR of its liability to COUNTY for deficiencies in the performance of its services. COUNTY’S approval or acceptance of, or payment for any of the services shall not operate as a waiver of any rights to which COUNTY may be entitled.

3.4 NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.

3.5 IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT IN THE EVENT FUNDS ARE NOT APPROPRIATED IN THE CURRENT FISCAL YEAR OR ANY SUBSEQUENT FISCAL YEAR, THIS CONTRACT WILL BECOME NULL AND VOID AND THE COUNTY WILL ONLY BE REQUIRED TO PAY FOR SERVICES COMPLETED TO THE SATISFACTION OF THE COUNTY.

4. CHANGES

4.1 COUNTY may, at any time, in writing, and within the general scope of this Agreement, make “Request for Changes” in the services or work to be performed. In the event CONTRACTOR is requested to perform additional services or work not contemplated by this Agreement, CONTRACTOR will promptly notify COUNTY if such change causes an increase in CONTRACTOR’S cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. In the event CONTRACTOR is requested to reduce the performance of services or scope of work, such request must be in writing. In the event CONTRACTOR is requested to reduce the performance of services or scope of work COUNTY shall be entitled to a decrease in the amount of compensation to be paid to CONTRACTOR accordingly.

4.2 All change orders must be in writing to be valid, and no services for which any additional compensation will be charged by CONTRACTOR shall be furnished without the written authorization of COUNTY.
4.3 COUNTY may add to or reduce the scope of work by generating mutually agreed upon contract exhibits to this basic agreement.

5. WARRANTIES

In addition to any express and/or implied warranties provided to COUNTY by law, CONTRACTOR warrants to COUNTY that the performance of the services covered by this Agreement will be competent to perform the tasks undertaken, that the product of such paving services will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All work not conforming to these requirements may be considered defective. In the event any of the work is found to be defective or not in accordance with this Agreement within one (1) year after completion of the contract services, CONTRACTOR will promptly correct the work without additional compensation from COUNTY, upon written notice from COUNTY. All corrective work shall be completed within thirty (30) days of receipt of written notice from COUNTY. Establishment of the one year time period in this section relates only to the duty of CONTRACTOR to specifically correct the work.

6. WITHHOLDING PAYMENT

COUNTY has the right, but not the obligation, to withhold funds to the extent and only to the extent necessary to protect COUNTY from loss because of:

a) Defective work not remedied by CONTRACTOR within a reasonable time or for which CONTRACTOR has failed to initiate a remedy within a reasonable time;

b) Claims of third parties against COUNTY or COUNTY’S property for which CONTRACTOR is liable;

c) Failure by CONTRACTOR to pay subcontractors or others in a prompt and proper fashion the amounts due and owing to such subcontractor or others relating to the Project.

d) Evidence that the balance of the work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;

e) Evidence that the work will not be completed in the time required for final completion;

f) Persistent failure to carry out the work in accordance with this Agreement, or

g) Damage to the COUNTY or a third party to whom the COUNTY is, or may be, liable and for which CONTRACTOR is liable pursuant to the terms of this Agreement.

7. RIGHT TO STOP WORK

In the event CONTRACTOR fails to perform the work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the work and COUNTY may then perform the work in accordance with Section 8, below, or terminate this Agreement in accordance with Section 12.1.2. In such event, CONTRACTOR shall immediately obey such stop work order.
8. **COUNTY’S RIGHT TO PERFORM WORK**

In the event CONTRACTOR’S work is stopped pursuant to Section 7, above, entitled “Right to Stop Work”, and CONTRACTOR fails to provide adequate assurance to COUNTY, within seven (7) days of such stoppage, that the cause of such stoppage will be eliminated or corrected, then COUNTY may proceed to carry out the subject work or terminate this Agreement. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the documented and agreed to cost of correcting the deficiencies, including any professional services and expenses necessitated thereby. If the unpaid portion of the Contract Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall pay the difference to COUNTY; provided, however if COUNTY stops the work, takes over a portion of or all of the work and performs the work, then CONTRACTOR’S WARRANTY OBLIGATIONS relating to such work performed by COUNTY shall be null and void.

9. **INDEMNIFICATION.**

CONTRACTOR agrees to assume responsibility for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of COUNTY, caused by or resulting from any negligent act or omission of CONTRACTOR or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. CONTRACTOR expressly agrees to defend against any claims brought or filed against COUNTY, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

10. **INSURANCE.**

The Contractor shall not commence work under this contract until it has obtained all insurance required, and such insurance has been approved in writing by the County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

A. **THE COUNTY SHALL BE NAMED AS “ADDITIONAL INSURED” FOR ITS INTEREST** on all policies of insurance, except Worker’s Compensation, Auto Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the wavier of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of
Insurance that evidences the “Additional Insured” provision.

B. Certificates for all such policies of insurance shall be provided by the Contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.

C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's RFP #67-03/11/20.

D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

**Comprehensive General Liability:**
1,000,000 per occurrence - combined single limit / $2,000,000 general aggregate, to include products and completed operations.

**Automobile Liability:**
$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

**Statutory Worker's Compensation:**
Coverage A - State of SC
Coverage B - Employers liability
$1,000,000  Each Accident
$1,000,000  Disease, Per Employee
$1,000,000  Disease, Policy Limit
Policy shall contain a waiver of subrogation against the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

No deviation from this coverage’s will be accepted unless, in the County’s sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.
No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., $1,000,000 - a $2,000,000 or $5,000,000 limit would be acceptable.

11. **PERFORMANCE AND PAYMENT BOND**

Contractor shall furnish a satisfactory Performance and Payment Bond in the amount of the total contract price no later than fifteen (15) business days after the date of the Notice of Award. The Bond must have approval by the County Attorney’s Office before it is made effective. The Contractor shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond shall remain in effect for one year after completion of the contract.

12. **ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE**

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. 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.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter “The Act”], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

13. **TERMINATION**

13.1 **TERMINATION BY COUNTY**

13.1.1 This Agreement may be terminated by COUNTY upon fifteen (15) days written notice at COUNTY’S election. In the event of termination at COUNTY’S election and not due to the fault of CONTRACTOR, CONTRACTOR will be paid only for the work actually completed to the satisfaction of the County as of the date of termination.

13.1.2 Should CONTRACTOR default or persistently fail or neglect to carry out the
work in accordance with the terms of this Agreement, COUNTY may by written notice to CONTRACTOR, without prejudice to any other right or remedy under this Agreement, terminate the employment of CONTRACTOR and take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR as well as all drawings, plans and specifications and finish the work by whatever methods COUNTY may deem expedient; provided, however, prior to such termination, CONTRACTOR shall be given notice of the default and an opportunity to cure such default within seven (7) days. Such termination shall be deemed “for cause”. Should this Agreement be terminated “for cause”, CONTRACTOR shall not be entitled to any further payment. In the event the actual and documented cost of finishing the work, including compensation for professional services and expenses made necessary thereby, if any, exceed the unpaid balance, CONTRACTOR shall pay the difference to COUNTY. This obligation for payment shall survive the termination of this Agreement.

13.2 TERMINATION BY CONTRACTOR

Should COUNTY fail to make payment on any undisputed invoice amount within sixty (60) days of receipt of such invoice, CONTRACTOR may elect to either suspend the work or terminate this Agreement; provided, however, prior to termination, COUNTY shall be given notice of the default and an opportunity to cure such default within seven (7) days. Should this Agreement be terminated by CONTRACTOR, CONTRACTOR shall be entitled to be paid only for the work actually completed to the satisfaction of the County as of the date of termination.

14. CLEANING THE SITE AND SAFETY

14.1 CONTRACTOR shall keep the site reasonably clean during performance of the work. CONTRACTOR shall dispose of all refuse at a South Carolina DHEC approved landfill.

14.2 CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the job and other persons who may be affected thereby; (2) the work and materials and equipment to be incorporated herein; and (3) other property at or adjacent to the site.

14.3 CONTRACTOR shall give notices and comply with all laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

15. ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other party.
16. **SUBCONTRACTS**

16.1 **CONTRACTOR** shall promptly furnish to **COUNTY**, in writing, the bid list proposed by **CONTRACTOR** to act as subcontractors on the Project. **COUNTY** shall, within seven (7) days, reply to **CONTRACTOR**, in writing, stating any objections **COUNTY** may have to such proposed subcontractors. **CONTRACTOR** may enter into a subcontract with any subcontractor on the approved bid list. **CONTRACTOR** shall not be required to enter into a subcontract with any subcontractor to whom **CONTRACTOR** has objection.

16.2 All subcontractors shall provide performance and payment bonds in accordance with bonding requirements set forth in the Greenville County procurement policies and shall name **COUNTY** as an additional obligee on such bonds.

16.3 All subcontractors will be required to furnish Certificates of Insurance to the **County** in accordance with all of the requirements set forth in Section 10 of this Agreement.

17. **NOTICES**

All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

**COUNTY**
Bob Brewer, CPPO, CPPB
Director
County of Greenville
Procurement Services Division
301 University Ridge, Suite 100
Greenville, SC 29601

Any party may change the person to whom notices are to be sent by giving ten (10) days written notice of such change to the other party.

18. **APPLICABLE LAW AND VENUE**

18.1 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

18.2 **CONTRACTOR** and **COUNTY** further agree that this Agreement shall be deemed to have been made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.
19. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**CONTRACTOR** shall comply with all federal, state and local statutes, ordinances and regulations, and shall obtain all permits that are applicable to this Agreement.

20. **SUCCESSORS AND ASSIGNS**

**CONTRACTOR** and **COUNTY** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

21. **SEVERABILITY**

Should any section, paragraph, clause, phrase, or provision of this Agreement be adjudged invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

22. **ENTIRE AGREEMENT**

This Agreement, along with the provisions contained in **COUNTY’S** RFP #67-03/11/20, and **CONTRACTOR’S RESPONSE TO RFP #67-03/11/20**, attached hereto, represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be:

A. Any Change Order or Amendment signed and executed by the parties;
B. This Agreement;
C. **CONTRACTOR’S RESPONSE TO RFP #67-03/11/20**
D. Addenda to County RFP#67-03/11/20
E. **COUNTY’S RFP #67-03/11/20.**
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

WITNESSES:

______________________________
______________________________

CONTRACTOR

By: ___________________________
Its: __________________________

______________________________

COUNTY OF GREENVILLE

By: Herman G. Kirven, Jr., Chairman
Greenville County Council

By: ___________________________
Joseph M. Kernell
County Administrator

ATTEST:

Regina McCaskill
Clerk to Council
ATTACHMENT A
PROPOSER EXPERIENCE FORM

Project #:______________ (Reproduce as necessary for each submitted project)

A. General Information:
   Name of project: ____________________________
   Name of owner: ____________________________
   Name of owner contact: ______________________ Phone #: __________
   Position or title of contact: __________________
   Address of contact: _________________________

B. Project Description Details: Provide a written project description sheet summarizing the overall project, including plant size and work self-performed and the work performed by subcontractors. Written description should also identify if the proposed project manager and the site superintendent were associated with the project submitted and the roles they performed. Projects selected for submission should be similar in nature to the proposed work.

   Please Note:
   1. The project descriptions must clearly and specifically identify components similar to those outlined in the preliminary scope above. It will be assumed that any project components not specifically mentioned in the project descriptions are not included in the referenced project.
   2. The project descriptions must clearly and specifically include the names of the proposed personnel mentioned above and their roles in the project. If the names and roles are not included in the description, it will be assumed that the proposed personnel did not participate in the referenced project.

C. Project Costs: (with complete explanation of cost overrun, if any, including change orders). Please indicate the type of process (CMAR, Bid-Build, Design-Bid-Build). Was a GMP system used?
   Total Bid Amount: ___________________________ Final Cost: ___________________________
   Explanation of cost overrun, if any, including change orders: ___________________________

D. Liquidated Damages: Were liquidated damages assessed? If so, how much?

E. Claims: Are there any claims or litigation still pending or that have occurred in the past 3 years? If so, provide complete explanation.

F. Project Schedule:
   Contract time as bid: _________________________ Actual time to complete: _________________________
   Completion date: ___________________________
   Explanation of time overrun, if any: ___________________________

G. Major Subcontractors: List major subcontractor names, contact information, scope of work, and total contract value.
ATTACHMENT B

APPLICANT AFFIDAVIT

The undersigned hereby attests under penalty of perjury and by personal knowledge to the following:

1. The contents of the Proposer Application (including all submitted attachments and other documentation) are true, correct and not misleading.

2. To the best of my knowledge neither the Applicant, nor its agents, affiliates, partners, employees, officers, directors or other associates of any kind, have colluded with any individual or entity on behalf of the Applicant, or themselves, to produce an unfair advantage over others or to gain favoritism in the award of any contract resulting from this RFP.

3. By responding to this RFP and submitting the Proposer Application (also referred to as the submittal), the Applicant agrees to indemnify and hold harmless all parties to this RFP, including, but not limited to, the Owner and Engineers for any conceivable damages arising therefrom; and affirms that no compensation is expected as a result of the preparation of said response.

4. Applicant agrees to use the submitted personnel for the duration of this project. Any changes in the submitted personnel must be approved in writing by the Owner.

Applicant Name: __________________________________________________________

Officer’s Signature: ______________________________________________________

Printed name and title: ____________________________________________________

Telephone No: ____________________________________________________________

Affix Corporate Seal

Witnessed by: _____________________________________________________________

Witness printed name and title: ______________________________________________

Date Signed: __________________________________________________________________________
Workforce Utilization Form

Company: MINORITY GROUP EMPLOYEES

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