THE COUNTY OF GREENVILLE IS SEEKING QUALIFICATIONS FROM FIRMS TO PROVIDE ARCHITECT OF RECORD SERVICES AND INTERIOR DESIGN SERVICES FOR THE GREENVILLE COUNTY ADMINISTRATIVE BUILDING, subject to the conditions and all provisions set forth herein and attached. The responses will be RECEIVED AT THIS OFFICE UNTIL 3:00 P.M., E.S.T., FRIDAY, JANUARY 11, 2019, then publicly opened. The service must be furnished as described and specified herein and delivered to the Greenville County.

SHOW THIS NUMBER ON ENVELOPE
Request for Qualifications No. #42-01/11/19

Procurement Services Division

By ___________________________
Director

THE COUNTY OF GREENVILLE IS SEEKING QUALIFICATIONS FROM FIRMS TO PROVIDE ARCHITECT OF RECORD SERVICES AND INTERIOR DESIGN SERVICES FOR THE GREENVILLE COUNTY ADMINISTRATIVE BUILDING AS PER SPECIFICATIONS CONTAINED IN THIS REQUEST FOR QUALIFICATIONS (RFQ) DOCUMENT.

PLEASE FURNISH US WITH ONE (1) UNBOUND ORIGINAL AND SEVEN (7) BOUND COPIES OF YOUR PROPOSAL AND TWO (2) ELECTRONIC MEDIA (FLASH DRIVE, CD, ETC.).

ALL QUESTIONS CONCERNING THIS RFQ ARE TO BE SUBMITTED IN WRITING TO BOB BREWER, CPPO, CPPB, DIRECTOR, GREENVILLE COUNTY PROCUREMENT SERVICES, 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601. THE QUESTIONS MAY BE MAILED TO THIS ADDRESS, FAXED TO 864-467-7304, OR EMAILED TO rbrewer@greenvillecounty.org NO LATER THAN 5:00 P.M., E.S.T. DECEMBER 28, 2018.

PLEASE MARK YOUR ENVELOPE TO READ “RFQ# 42-01/11/19.”

NOTE: PLEASE SIGN ON FOLLOWING PAGE. AN ORIGINAL SIGNATURE IS REQUIRED. FAILURE TO DO SO WILL VOID YOUR PROPOSAL.
INSTRUCTIONS TO RESPONDENTS

RFQ #42-01/11/19 ARCHITECT OF RECORD AND INTERIOR DESIGN SERVICES FOR ADMINISTRATIVE BUILDING

1. Unless otherwise required, submit only one (1) unbound original and seven (7) bound copies and two (2) electronic media of 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 ____________________________________________________

TITLE __________________________________________________________

EMAIL: _________________________________________________________

PHONE _________________________________________________________

FAX ____________________________________________________________
COUNTY OF GREENVILLE
ARCHITECT OF RECORD AND INTERIOR DESIGN SERVICES
FOR GREENVILLE COUNTY ADMINISTRATIVE BUILDING
RFQ# 42-01/11/19

SCHEDULE

December 28, 2018
All questions must be submitted in writing to Bob Brewer, CPPO, CPPB, Director, Greenville County Procurement Services, 301 University Ridge, Suite 100, Greenville, SC 29601, by FAX to 864-467-7307, or by email rbrewer@greenvillecounty.org no later than 5:00 P.M., E.S.T.

January 11, 2019
Qualifications must be delivered to the Greenville County Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 no later than 3:00 P.M. E.S.T.

January 11 – 25, 2019
Review of Qualifications

January 25, 2019
Tentative Date of Award

January 25 – February 8, 2019
Contract Negotiations

February 8, 2019
Issue Notice to Proceed
I. Introduction

The County of Greenville along with RocaPoint Partners (dba GT RP Greenville, LLC) is seeking qualifications from firms to provide architect of record (AOR) services and interior design services for the new Greenville County Administrative Building which will be located on the northwest corner of University Ridge and Church Street in downtown Greenville, South Carolina. The building(s) will be approximately 250,000 +/- gross square feet including two (2) four to six level buildings connected by an exterior roof and an atrium space adjusting to site contours. The building(s) will include at minimum ground floor retail, exterior assembly spaces and a Veterans Memorial wall.

II. Scope Of Work

A. Architect of Record

The County of Greenville is seeking qualifications from firms to provide architect of record services for the following.

1. Base Design – Construction Documents (details, plans, specifications, etc.) for architecture, base building interiors, structural, mechanical, electrical, plumbing, and fire protection design in cooperation with design architects and consultants.
   a) Foster+Partners (F+P) will provide in Autodesk Revit, PDF format, or other suitable and customary methods:
      i. Site Plan
      ii. Preliminary Tenant Programming Space Needs
      iii. Base Building Architectural Design Development Drawings (DDs) including building plans, floor plans, roof plans, building sections, elevations, wall sections and other drawings to communicate the project’s design intent and constructability.
      iv. Public Area interior design/Furniture, Fixtures, & Equipment (FF&E) recommendations.

   b) AOR will engage in early design collaboration with F+P Schematic and Design Development to lead and develop:
      i. Structural frame and roof/canopy constructability requirements.
      ii. Mechanical, Electrical, Plumbing, and Fire Protection approach.
      iii. Life safety requirements.
iv. Plaza and Veterans Memorial Wall locations.
v. Overall Building Project Design approach to ensure /cost objectives.

2. Master Plan Coordination – AOR will offer limited assistance in coordinating this building project as part of the Public Private Redevelopment Master Plan 37+ acre mixed-use redevelopment.

B. Interior Design

1. Interior design team will be expected to engage in preliminary programming to ensure space/capacity needs, and design/cost objectives.

2. Department Programming and Design, Construction Documents (details, plans, specifications, etc.), and FF&E Selection, including architecture, structural, mechanical, electrical, plumbing, fire protection, as customarily required for outfitting interior spaces suitable for County services and corresponding Tenants. County services to include Courtrooms, auditorium space (for Council hearings and public events), public service areas, 911 call center, main computer space, County general office needs, and limited third party office suites. County will be moving from 301 University Ridge and will need predominately new FF&E.

III. Construction Approach

It is anticipated that the construction approach shall be as follows:

- Pre-Construction pricing {Phase 1 Site and Building} – Harper Corporation, Greenville, SC.
- Demo & Mass Grading {Phase 1 Site} – County Contract Award Process via Civil Engineer.
- County Office Building Construction
  - Building Shell – County Contract Award Process referencing Civil and AOR Design Documents.
  - Interiors – Award Process to be determined.

IV. Additional Consultants

It is anticipated that AOR and Interior Design firms may need to work with other consultants which include, but are not limited to:

- IT/Security
- Waterproofing
- Lighting
- Acoustical
- Graphics
V. Project Reference Documents

The following documents can be found in Exhibit A of this RFQ.

A. County Office Building

1. Concept Building Link - https://us.awp.autotask.net/1/filelink/c6t5y-cjc6274-vgwd55nd by F+P
2. Scope of Services related to AOR by F+P (note the "early design collaboration" as described above, is the AOR Base Design expectation).
3. Preliminary Time Schedule by Harper Corporation (note this Schedule is provided as reference to anticipate time frames, but does not include the time required for this RFQ solicitation and award; hence, AOR & Interior Design collaboration would be anticipated to start in February versus January 2019).

B. Greenville County Square

1. Base map with Office & Garage layout by Cooper Robertson
2. Phase 1 layout by Cooper Robertson

VI. Fee Schedule During Contract Negotiations

For Information Only – During the contract negotiation phase of this RFQ, the County will be asking for fee proposals in the following areas. FIRMS ARE NOT TO SUBMIT THIS INFORMATION WITH THEIR RESPONSE TO THIS RFQ.

A. Architect of Record

1. Architectural Services and breakdown by design phase.

   a. Concept/Schematic
   b. Design Development
   c. Construction Documents
   d. Aide to the County in Contractor Bidding/Negotiations
   e. Construction
   f. Reimbursable Expense Estimate (identify % markup if applicable)
   g. Hourly Rate Schedule

2. Consultants

   a. Structural
   b. Mechanical, Electrical, Plumbing, Fire Protection
   c. Other

B. Interior Design breakdown similar to AOR above.

1. Interior Design Services and breakdown by design phase
2. Consultants
VII. Submission Procedures, Requirements

A. Submittals

All submissions must be received by **3:00 P.M., E.S.T., FRIDAY, JANUARY 11, 2019** 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 costs of preparing such proposals.

Responders to this Request for Qualifications shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) unbound original and seven (7) bound copies and two (2) electronic media (Flash Drive, CD, Etc.) of their proposal to the address listed below. To ensure acceptance of the proposal, the Request for Qualifications number (RFQ#42-01/11/19) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

**County of Greenville**  
**Department of General Services**  
**Procurement Services Division, Attn: Procurement Director**  
**301 University Ridge, Suite 100**  
**Greenville, South Carolina 29601-3665**  
**RFQ# 42-01/11/19**

B. 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. Statement of Qualifications

The numeric listing is not an indication of any order or priority. Responders shall include a statement of qualifications that includes the following:

1. A detailed statement of experience including the following information:

   Experience on three or more similar projects (in terms of scope, complexity, and nature of use) noting project dates, names and address of owners, name of project manager, authorization to proceed date, original projected completion date, actual completion date, original budget, final completion costs, reasons for any cost overrun(s), and telephone numbers of references;

2. For AOR Scope of Services:

   a. Team - Resumes of the team including the team lead, team members, project manager and other key personnel that will participate in this project. The respective office locations shall be included.
b. Consultant Team (Mechanical, Electrical, Plumbing & Structural (MEP&S) – A list of the consultant team which shall include company names, contacts, experience on similar projects, any Greenville experience, and office locations. Alternate consultant team recommendations are permissible.

3. For Interior Design Scope of Services
   a. Team - Resumes of the team including the team lead, team members, project manager and other key personnel that will participate in this project. The respective office locations shall be included.
   b. Consultant Team (Mechanical, Electrical, Plumbing & Structural (MEP&S) – A list of the consultant team which shall include company names, contacts, experience on similar projects, and office locations. Alternate consultant team recommendations are permissible.

4. Time Schedule – compliance with Preliminary Schedule. AOR/ID should engage early during Foster’s Schematic Design phase.

5. References – A minimum of three (3) references including contact name and number, company, and project name.

6. Summary of understanding of the project and approach/methodology to project.

IX. Inquiries and Addenda

A. Questions

All questions concerning this RFQ are to be submitted in writing via fax, electronic mail, or regular mail to Bob Brewer, CPPO, CPPB, to the address listed below, no later than 5:00 P.M., E.S.T., DECEMBER 28, 2018. Please refer all questions in writing about this Request for Qualifications and project to:

Greenville County Procurement Services Division
Bob Brewer, CPPO, CPPB, Director
301 University Ridge, Suite 100
Greenville, SC  29601
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 RFQ document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County or partners or contractors working on the University Ridge development project in regard to this RFQ.
B. Addenda

This RFQ represents the most definite statement Greenville County will make concerning information upon which proposals are to be based. Any changes to this RFQ 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 RFQ document. No addenda will be issued later than five (5) working days prior to the date for receipt for proposals except an addendum which, if necessary, postpones the date for receipt of proposals or cancels this RFQ. 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 Request for Qualifications 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 Qualifications. Where errors or omissions appear in the RFQ, 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 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 shall not commence work under the associated contract until it has obtained all insurance required, and the County of Greenville 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 GREENVILLE 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 Greenville County. 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** RFQ# 42-01/11/19.

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:**
   $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.

   **Umbrella Excess Liability**
   $1,000,000 per occurrence over primary insurance
   $1,000,000 annual aggregate
**Professional Service Errors and Omissions Liability Insurance**

Coverage must be written for no less that the following limits:
- $1,000,000 per occurrence
- $1,000,000 aggregate

Policy should state: “the limits are not to have been decreased by past liability which would substantially impact that availability of these limits.”

No deviation from this coverage's will be accepted unless, in the County or Department’s sole discretion, it is more advantageous to the County or Department, 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 (page 20) in this RFQ. Greenville County reserves the right to interview responders to this RFQ at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this Request for Qualifications.
- Experience with similar type facility projects of this scope and size.
- Ability to maintain cost.
- Ability to meet timeline.
- References.
- Experience of Key Personnel for Project.
- Approach/Methodology.
- Understanding of project.

**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 is attached for review.
INSTRUCTIONS/TERMS AND CONDITIONS:

1. **Proposal Opening and Award:** Proposals shall be publicly opened and only the names of the offerors disclosed at the proposal opening. However, no decision will be made until the Greenville County has had ample time to review each proposal. However, award will be made at the earliest possible date. The Greenville 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 Greenville County’s best interest. The contract will be awarded to the proposal that meets the requirements and criteria set forth in the request for qualifications. No proposal may be withdrawn for a period of sixty (60) days after proposal opening date. Proposals, 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 proposal. Proposals received after the closing time/date will not be accepted. By submission of a proposal, 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 proposals, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the Greenville County. Integrity, reputation, experience and past performance will be heavily weighed in proposal evaluation. This solicitation does not commit the Greenville County to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods or services listed herein.

3. **Responders Qualification:** Responders must, upon request of the Greenville County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Greenville 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 proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this proposal or to any contract as a result of this proposal.

5. **References:** The Greenville County requires responders to list at least three (3) references, names, addresses and telephone numbers of contact persons for companies with whom the bidder has performed or provided similar work, service or product.

6. **Waiver:** The Greenville 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 Greenville County to do so.
7. **Rejection:** Greenville County reserves the right to reject any proposal that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like proposals; or ambiguous proposals 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 Greenville County.

8. **Proposal form:** The responder shall sign his proposal correctly or the proposal may be rejected. If the proposal shows any omissions, alteration of form, unauthorized additions, a conditional proposal or any irregularities of any kind, the proposal may be rejected. Proposals will be accepted on bound 8-1/2” x 11” paper.

9. **Questions:** Questions shall be submitted in writing to Bob Brewer, CPPO, CPPB, Director, Greenville County Procurement Services, 301 University Ridge, Suite 100, Greenville, SC 29601, FAX to 864-467-7304, or email to rbrewer@greenvillecounty.org by 5:00 P.M. E.S.T., December 28, 2018.

10. **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 Greenville County shall not be responsible for any verbal information given by any employees of the Greenville County in regard to this proposal.

11. **Number of Proposal Copies:** Please submit One (1) Unbound Original and Seven (7) Bound Copies and Two (2) Electronic Media (Flash Drive, CD, Etc.) of your proposal.

12. **Proposal Changes:** Proposals, amendments thereto or withdrawal requests received after the advertised time for proposal opening, shall be void regardless of when they were mailed.

13. **Proposal Price:** The proposal price presented as a result of these specifications shall be for the contract period. The proposal 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 proposal. Erasures or use of typewriter correction fluids may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

14. **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.

15. **Tie Proposals:** In the case of tie proposals, the Greenville County reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, or in what it considers to be in the best interest of the Greenville County.

16. **Deduction and Holdbacks:** In addition to the Greenville County’s right of termination, the Greenville County shall be entitled to full reimbursement for any costs incurred by the Greenville 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 Greenville County’s employees or employees of any other entity to perform the obligations of
the contract. The Greenville 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 Greenville 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 Greenville 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 Greenville County carries out the work using its forces or another contractor.

1. For use of Greenville County’s forces – actual cost involved.
2. For use of another contractor – the amount charged by said contractor.

The Greenville 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.

17. Evaluation Criteria:

The proposals will be evaluated on the following criteria utilizing the score sheet included (page 20) in this RFQ. Greenville County reserves the right to interview responders to this RFQ at its discretion. Greenville County will not be responsible for any costs associated with interviews of responders.

- Responsiveness to this Request for Qualifications.
- Experience with similar type facility projects of this scope and size.
- Ability to maintain cost.
- Ability to meet timeline.
- References.
- Experience of Key Personnel for Project.
- Approach/Methodology.
- Understanding of project.

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

19. MBE/WBE Participation – Affirmative Action:

A. MBE/WBE – Vendors submitting proposals 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
20. **Default:** In case of default by vendor the Greenville 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.

21. **Termination for Cause:** This contract is subject to termination for failure to comply with the specifications, terms and conditions by the Greenville 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 Greenville County nor less than thirty (30) days nor more than sixty (60) days after receipt by the Greenville 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 Greenville 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.

22. **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.

23. **Non-Appropriation:** Any contract entered into by the Greenville County resulting from this invitation 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.

24. **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.

25. **S.C. Law Clause:** Upon award of contract under this proposal, 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 proposal, the bidder 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.

26. **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 Greenville County for any loss suffered by the Greenville County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

27. **Assignment Clause:** Successful responder will be required to give the Greenville County ninety (90) days notice in the event of a change in the ownership of this contract. The Greenville 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 Greenville County.

28. **Indemnification:** The contractor agrees to indemnify and save harmless the Greenville County and all Greenville 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 Greenville County, its officers, agents and employees.

29. **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 bidder 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 proposal 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.

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

31. **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.
32. **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 Greenville County. The vendor, by submitting a proposal, is in essence assuring the Greenville County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

33. **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 Greenville 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 GREENVILLE 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 wavier of subrogation provision granted to the Greenville County. 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 Greenville 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 Greenville County's RFQ# 42-01/11/19.

D. Contractor will provide Greenville 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:**
   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.

Umbrella Excess Liability
$1,000,000 per occurrence over primary insurance
$1,000,000 annual aggregate

Professional Service Errors and Omissions Liability Insurance
Coverage must be written for no less that the following limits:
$1,000,000 per occurrence
$1,000,000 aggregate
Policy should state: “the limits are not to have been decreased by past liability
which would substantially impact that availability of these limits.”

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

34. **Contracts:** The Greenville 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.

35. **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 Greenville
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 Greenville 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 Greenville County and suit brought against the Greenville County for attorney’s
fees and for all other expenses incurred by the Greenville 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.

36. **Sub-Contracting:** The contractor shall not subcontract any portion of this contract without
proper written approval from the Greenville County.
37. **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 proposal.

38. **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 Greenville 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.

39. **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 Greenville County’s name in its published list of customers without prior approval of the Greenville County. With regard to news releases, only the name of the Greenville County, type and duration of contract may be used and then only with prior approval of the Greenville County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the Greenville County Staff unless it is a direct quote from the Public Information Officer.

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

41. **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.
SCORE SHEET

Responses for
COUNTY OF GREENVILLE
ARCHITECT OF RECORD AND INTERIOR DESIGN SERVICES
FOR GREENVILLE COUNTY ADMINISTRATIVE BUILDING
RFQ# 42-01/11/19

VENDOR: ________________________________ DATE: ________________

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<td>Ability to maintain cost.</td>
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<td>Ability to meet timeline.</td>
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<td>Experience of Key Personnel for Project.</td>
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<tr>
<td>Approach/Methodology.</td>
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<td>References.</td>
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<tr>
<td>Understanding of project.</td>
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Maximum Points 40
Total Score __________

Notes:
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, unless extended by the County for additional one (1) year terms not to exceed a maximum of four (4) annual renewals, or otherwise terminated as hereinafter provided. 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 architect of record and interior design services.

These services to be provided by Contractor are set forth more fully in County Request for Qualifications (“RFQ”) #42-01/11/19 and in Contractor’s Response, received ______________, to County RFQ #42-01/11/19, attached hereto and incorporated herein by reference.

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

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 invoice 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 IFB#42-01/11/19.

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
Policy shall contain a waiver of subrogation in favor of and/or 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.

Umbrella Excess Liability
$1,000,000 per occurrence over primary insurance
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Coverage must be written for no less that the following limits:
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Policy should state: “the limits are not to have been decreased by past liability which would substantially impact that availability of these limits.”

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 of Procurement
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 RFQ #42-01/11/19 and Contractor’s Response to County RFQ #42-01/11/19 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 RFQ #42-01/11/19;
D. Addenda to County RFQ #42-01/11/19.
E. County RFQ #42-01/11/19.

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
Exhibit A
Documents
General

The following summary describes the Architectural Scope of Services produced for each work stage anticipated by Foster + Partners, for this commission. Each section includes a table showing which firm Foster + Partners (“F+P”), or the Architect of Record (“AoR”), takes primary responsibility for an activity.

The Architectural Team will not prepare cost estimates, but agrees to design with close regard for the Client's budget. The proposal assumes that the owner will retain third parties to provide cost estimates and may implement fast-track, phased or accelerated scheduling.

US 1 – Concept and Schematic Design

It is assumed that the basis for Foster + Partners design work will be the winning competition scheme. This is to be refined following consultation with the Client Group and subsequent analysis of any additional program and other information provided by the Client and following the work of the Workplace Consultancy Team.

During this stage Foster + Partners will develop the scheme and study refinements with the Client and prepare, in collaboration with the AoR and the consultant team, design proposals that illustrate the design and construction of the project, including the feasibility and approach to environmentally responsible design. At this stage the Client should establish their project team and approval procedures and work collaboratively with Foster + Partners to develop an overall strategy for design, programming, and project costs. During this phase Foster + Partners will take primarily design responsibility.

Foster + Partners will prepare Schematic Design documents for the Client's approval. These shall consist of, but not be limited to, drawings and other documents including the building plans, sections and elevations and will include study models and/or 3D modelling.

During the Schematic Design stage Foster + Partners shall evaluate environmentally responsible design alternatives and evaluate building systems and construction materials that may be included within the project.

Proposed Split of Responsibilities + Deliverables

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<thead>
<tr>
<th>US1 Schematic Design Phase</th>
<th>F+P</th>
<th>AoR</th>
<th>Specialist Consultant</th>
<th>Client</th>
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<td>1  Design Team Management and Administration</td>
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<td>2  Project Website</td>
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<td>3  Site Survey</td>
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<td>4  Establish additional Program Requirements</td>
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### Table of Deliverables

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<td>Schematic Design Documentation</td>
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<td>Proactive Review of Scheme for conformance/nonconformance to Local Authority Guidelines</td>
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<td>9</td>
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<td>12</td>
<td>Plaza Plan</td>
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<td>13</td>
<td>Office Floor Plans (typical + layouts)</td>
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<td>Amenity/Retail Floor Plans (if applicable)</td>
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<tr>
<td>15</td>
<td>Roof Plan</td>
<td>R P</td>
</tr>
<tr>
<td>16</td>
<td>Building Core Layouts</td>
<td>R P</td>
</tr>
<tr>
<td>17</td>
<td>Building Sections</td>
<td>R P</td>
</tr>
<tr>
<td>18</td>
<td>Elevations and Sections (typical)</td>
<td>R P</td>
</tr>
<tr>
<td>19</td>
<td>Exterior envelope (typical conditions)</td>
<td>R P</td>
</tr>
<tr>
<td>20</td>
<td>Initial Design Concepts for the Main Lobby</td>
<td>R P</td>
</tr>
<tr>
<td>21</td>
<td>Consideration of Major Building Materials</td>
<td>R P</td>
</tr>
<tr>
<td>22</td>
<td>Co-ordination with other consultants (Structural, Mechanical, Electrical, Code etc)</td>
<td>R P P</td>
</tr>
<tr>
<td>23</td>
<td>Integration of Major Structural Engineering and Specialist Consultant elements</td>
<td>R P P</td>
</tr>
<tr>
<td>24</td>
<td>Area Calculations</td>
<td>P P R</td>
</tr>
<tr>
<td>25</td>
<td>Zoning Analysis</td>
<td>P R P</td>
</tr>
<tr>
<td>26</td>
<td>Co-ordination, Submission and Presentation of Schematic Design Report and associated materials for the Client’s review (incl. Renders, Models etc)</td>
<td>R P P</td>
</tr>
<tr>
<td>27</td>
<td>Design Submission of Schematic Design to the Client</td>
<td>R P</td>
</tr>
<tr>
<td>28</td>
<td>Presentations to the Client</td>
<td>R P P C</td>
</tr>
<tr>
<td>29</td>
<td>Review of Area Schedule and Budget estimates (to be prepared by 3rd party)</td>
<td>R P P C</td>
</tr>
<tr>
<td>30</td>
<td>Preparation of Architectural Materials for Submission to Statutory Authorities</td>
<td>P R P</td>
</tr>
<tr>
<td>31</td>
<td>Submissions to Statutory Authorities</td>
<td>P R</td>
</tr>
<tr>
<td>32</td>
<td>Presentations to Statutory Authorities</td>
<td>S S</td>
</tr>
<tr>
<td>33</td>
<td>Client Sign-off of Schematic Design</td>
<td>R P P C</td>
</tr>
</tbody>
</table>

### Key

- **R**: Primary Responsibility
- **S**: Shared Responsibility
- **P**: Participation
- **C**: Review and Comment

(Please note that the Proposed Deliverables are intended as a guide, and may be further refined with the full design team at an appropriate time).

### US 2 – Design Development

Upon receipt of the Client’s direction to proceed, Foster + Partners will develop the design incorporating further comments and requirements from the Client and input from the AoR and the consultant team, to document an integrated consultant design. Foster + Partners’ documents shall illustrate and describe the further development of the approved Schematic Design documents. These shall consist of drawings and other documents that fix and describe the project including architectural design and the coordination of...
structural, mechanical and electrical engineering elements of the project. It is envisaged that the curtain wall will be a design-assist element.

As the design is refined key processes will be developed to ensure efficient monitoring and co-ordination of on-going cost plans to achieve the Client's budget with continuous consultation with the Construction Manager (if appointed). During this stage Foster + Partners will take a shared responsibility with the AoR for on-going constructability review and input.

Areas of the design are studied and developed to establish lead or typical details, with a number of "Design Freezes" which will allow information to be released to the AoR, who will begin production of Construction Drawings.

Foster + Partners will also participate in the review of the Design Development documents for conformance to technical requirement which will be led by the AoR. Foster + Partners will then complete this stage with presentations to the Client in line with the agreed schedule. The AoR will share Foster + Partners responsibility to achieve a sign off prior to tender award and construction.

As with the Schematic Design this will require regular Consultant workshops. Furthermore, Client presentations and reviews to agree the design will be required on a regular basis.

**Indicative Design Development Deliverables**

Foster + Partners will provide an Outline Specification and the AoR will be responsible for the production of the Full Specification (at a later stage) to meet all local standards and requirements for the performance of specified items.

Foster + Partners will be responsible for the architectural design intent; however, presentations to the planning authorities would be in conjunction with the AoR.

Cost control would be monitored by the AoR but Foster + Partners would have decision making authority with regards to aspects of Value Engineering to ensure the overall design intent is maintained.

Foster + Partners and the AoR will be responsible for management and administration of their respective design teams, and the AoR would need to respond to Foster + Partners in respect of architectural design directives. The Construction Manager would aid in advising on local methods of construction.

This phase would consist of architectural documents sufficient to communicate design proposals including preparation of;

**Proposed Split of Responsibilities + Deliverables**

<table>
<thead>
<tr>
<th>US2 Design Development Phase</th>
<th>F+P</th>
<th>AoR</th>
<th>Specialist Consultant (incl. CM)</th>
<th>Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Design Team Management and Administration</td>
<td>P</td>
<td>P</td>
<td>R</td>
<td>P</td>
</tr>
<tr>
<td>2  Project website</td>
<td>P</td>
<td>R</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3  Architectural Design</td>
<td>R</td>
<td>P</td>
<td></td>
<td>C</td>
</tr>
<tr>
<td>4  Design Development Documentation</td>
<td>R</td>
<td>P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5  Attend and document Project Meetings and Working Sessions</td>
<td>P</td>
<td>R</td>
<td></td>
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<tr>
<td>6  Program Monitoring</td>
<td>P</td>
<td>P</td>
<td>R</td>
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<td></td>
<td>Description</td>
<td>Primary Responsibility</td>
<td>Secondary Responsibility</td>
<td>Participation</td>
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<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>7</td>
<td>Proactive Review of Scheme for conformance /nonconformance to Local Authority Guidelines</td>
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<tr>
<td>8</td>
<td>Integration of local Code Requirements into the Design</td>
<td>R</td>
<td>P</td>
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<td>Outline Specification</td>
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<td>Basement Plans</td>
<td>R</td>
<td>P</td>
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<td>12</td>
<td>Main Lobby Plan</td>
<td>R</td>
<td>P</td>
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<td>13</td>
<td>Plaza Plan</td>
<td>P</td>
<td>C</td>
<td>R</td>
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<tr>
<td>14</td>
<td>Main Lobby Elevations + Details</td>
<td>R</td>
<td>P</td>
<td></td>
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<tr>
<td>15</td>
<td>Office Floor Plans (typical)</td>
<td>R</td>
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<tr>
<td>16</td>
<td>Test-fits to all Typical Office Plans</td>
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<td>P</td>
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<td>17</td>
<td>Amenity/Retail Floor Plans (if applicable)</td>
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<td>18</td>
<td>Roof Plan</td>
<td>R</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Detailed Building Core Layouts including (but not limited to) stair, washroom and elevator design</td>
<td>R</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Washroom Details</td>
<td>R</td>
<td>P</td>
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<tr>
<td>21</td>
<td>Elevator Cabs</td>
<td>R</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Detailed Building Sections</td>
<td>R</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Detailed Elevations and Wall Sections</td>
<td>R</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Curtain Wall Details</td>
<td>R</td>
<td>P</td>
<td></td>
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<tr>
<td>25</td>
<td>Material Selection</td>
<td>R</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Co-ordination with other consultants (Structural, Mechanical, Electrical, Code etc)</td>
<td>R</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>27</td>
<td>Integration of Major Structural Engineering and Specialist Consultant elements</td>
<td>R</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>28</td>
<td>Area Calculations</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Review Design in context of Planning + Zoning Design Guidelines</td>
<td>P</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Co-ordination, Submission and Presentation of Design Development Report and associated materials for the Client's review (incl. Renders, Models etc)</td>
<td>R</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>31</td>
<td>Submission of Design Development to the Client</td>
<td>R</td>
<td>P</td>
<td></td>
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<tr>
<td>32</td>
<td>Presentations to the Client</td>
<td>R</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Review of Cost and Budget</td>
<td>R</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Value Engineering</td>
<td>R</td>
<td>P</td>
<td></td>
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<tr>
<td>35</td>
<td>Preparation of Architectural Materials for Submission to Statutory Authorities</td>
<td>P</td>
<td>R</td>
<td>P</td>
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<td>36</td>
<td>Submissions to Statutory Authorities</td>
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<td>37</td>
<td>Presentation to Statutory Authorities</td>
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<td>S</td>
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<tr>
<td>38</td>
<td>Client Sign-Off of Design Development</td>
<td>R</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>39</td>
<td>Tender Report</td>
<td>R</td>
<td>P</td>
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</tbody>
</table>

**Key**

- **R** Primary Responsibility
- **S** Shared Responsibility
- **P** Participation
- **C** Review and Comment
- **F+P** Foster + Partners
- **AoR** Architect of Record

(Please note that the Proposed Deliverables are intended as a guide, and may be further refined with the full design team at an appropriate time).
US 3 – Production Information

Upon the Client’s approval of the Design Development stage and Client’s authorization of any adjustments to the project requirements and budget for the cost of the works, the AoR shall begin preparation of the Production Information stage.

Production Information documents shall illustrate and described the further development of the Design Development documents and shall consist of drawings and specifications setting forth in detail the quality levels of material and systems as well as other requirements for the construction of the work.

The AoR will take responsibility for developing the aspects of the design that would then ultimately lead into full Construction Documentation. This development would occur at each design freeze, and as information is released. The AoR would be responsible for reviewing the developed design in conjunction with the Authorities to ensure compliance. They would also be responsible for integrating the Design Development Drawings of the local engineering consultants that would be responsible for the structural Design Development and the MEP Design Development.

During this phase Foster + Partners will continue to work with the AoR to ensure that the Construction Documentation is developed in line with the original design intent.

Proposed Split of Responsibilities + Deliverables

<table>
<thead>
<tr>
<th>US3 Production Information Phase</th>
<th>F+P</th>
<th>AoR</th>
<th>Specialist Consultant (incl. CM)</th>
<th>Client</th>
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<tr>
<td>1</td>
<td>Design Team Management and Administration</td>
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<td>R</td>
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<tr>
<td>2</td>
<td>Project website</td>
<td>P</td>
<td>P</td>
<td>R</td>
</tr>
<tr>
<td>3</td>
<td>Documentation of the Production Information to directly reflect the Design Development material</td>
<td>P</td>
<td>P</td>
<td>R</td>
</tr>
<tr>
<td>4</td>
<td>Attend and document Project Meetings and Working Sessions</td>
<td>P</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Program Monitoring</td>
<td>P</td>
<td>P</td>
<td>R</td>
</tr>
<tr>
<td>6</td>
<td>Site Plan</td>
<td>P</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Floor Plans</td>
<td>P</td>
<td>R</td>
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<tr>
<td>8</td>
<td>Core Plans</td>
<td>P</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Building Elevations</td>
<td>P</td>
<td>R</td>
<td></td>
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<tr>
<td>10</td>
<td>Building Sections</td>
<td>P</td>
<td>R</td>
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<tr>
<td>11</td>
<td>Stairs (Plans, Sections + Details)</td>
<td>P</td>
<td>R</td>
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<tr>
<td>12</td>
<td>Elevator Plans + Sections</td>
<td>P</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Elevator Cab (Plans, Sections + Details)</td>
<td>P</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Escalators (Plans, Sections + Details)</td>
<td>P</td>
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<tr>
<td>15</td>
<td>Washrooms (Plans, Sections + Details)</td>
<td>P</td>
<td>R</td>
<td></td>
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<tr>
<td>16</td>
<td>Wall Sections</td>
<td>P</td>
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<tr>
<td>17</td>
<td>Curtain Wall Details</td>
<td>P</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Elevations to Exterior Storefronts</td>
<td>P</td>
<td>R</td>
<td></td>
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<tr>
<td>19</td>
<td>Storefront Details</td>
<td>P</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Main Lobby and Public Area Flooring Plans</td>
<td>P</td>
<td>R</td>
<td>P</td>
</tr>
<tr>
<td>21</td>
<td>Main Lobby and Public Area Reflected Ceiling Plans</td>
<td>P</td>
<td>R</td>
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<tr>
<td>22</td>
<td>Main Lobby and Public Area Wall Sections</td>
<td>P</td>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>
23 | Room Finish Schedule | P | R |
24 | Colour Schedule | P | R |
25 | Full Architectural Specification | P | R |
26 | Technical Refinement of Exterior and Public Space Elevations, Details for Building Enclosure, Curtain Wall, Lobby Finishes, Elevator Cabs for Incorporation into Construction Documents | P | R |
27 | Co-ordination with other consultants (Structural, Mechanical, Electrical, Code etc) | P | R | P |
28 | Integration of remaining Major Structural Engineering and Specialist Consultant elements | P | R | P |
29 | Co-ordination of Statutory Signage | P | R |
30 | Area Calculations | P | P | R |
31 | Co-ordination, Submission and Presentation of Production Information and associated materials for the Client’s review (incl. Renders, Models etc) | P | R | P |
32 | Submission of Production Information to the Client | P | R |
33 | Presentations to the Client | S | S | P | C |
34 | Review of Cost and Budget | P | R | P | C |
35 | Value Engineering | P | R |
36 | Preparation of Architectural Materials for Submission to Statutory Authorities (incl. Con Ed, MTA etc.) | P | R | P |
37 | Submissions to Statutory Authorities | P | R |
38 | Presentation to Statutory Authorities | S | S |
39 | Client Sign-Off of Production Information | P | R | P | C |

**Key**
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- AoR Architect of Record

(Please note that the Proposed Deliverables are intended as a guide, and may be further refined with the full design team at an appropriate time).

**US 4 – Tender & Negotiation**

Foster + Partners place great emphasis on the role of the Architectural Team at the tender and procurement phase of the project where what is bought from Contractors must align with the Project objectives of design quality, build quality, cost effectiveness, value for money and schedule.

**Proposed Split of Responsibilities + Deliverables**

<table>
<thead>
<tr>
<th>US4 Tender &amp; Negotiation</th>
<th>F+P</th>
<th>AoR</th>
<th>Specialist Consultant (incl. CM)</th>
<th>Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design Team Management and Administration</td>
<td>P</td>
<td>P</td>
<td>R</td>
</tr>
<tr>
<td>2</td>
<td>Project website</td>
<td>P</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Preparation of Bid Documents</td>
<td>C</td>
<td>R</td>
<td>P</td>
</tr>
<tr>
<td>4</td>
<td>Reproduction and Distribution of Drawings + Specifications</td>
<td>P</td>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>
US 5 – Construction Administration and Aesthetic Supervision of Construction

During this stage Foster + Partners staff will visit the site at agreed intervals and meet with contractors and consultants to generally see that the project is being built according to the design intent. Foster + Partners staff would review submissions by sub-contractors and the contractors. Typical submissions would be samples and drawings at the time of tender, mock-ups and prototypes during their design periods and benchmark installations on site.

The AoR will collaborate at this stage with the Construction Manager to establish a Shop Drawing Review Process for all Consultants. The AoR will also be responsible for regular site reviews throughout the course of the construction.

Proposed Split of Responsibilities + Deliverables

<table>
<thead>
<tr>
<th>US5 Construction Administration and Aesthetic Supervision of Construction</th>
<th>F+P</th>
<th>AoR</th>
<th>Specialist Consultant (incl. CM)</th>
<th>Client</th>
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<tbody>
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<td>1 Design Team Management and Administration</td>
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<td>P</td>
<td></td>
<td>P</td>
</tr>
<tr>
<td>2 Project website</td>
<td>P</td>
<td>R</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Administration of the Construction Contract</td>
<td>P</td>
<td>R</td>
<td></td>
<td>P</td>
</tr>
<tr>
<td>4 On-going Presentation to Authorities, if necessary</td>
<td>P</td>
<td>R</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Architectural co-ordination, clarification Sketches</td>
<td>P</td>
<td>R</td>
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<td></td>
</tr>
<tr>
<td>6 Co-ordination with other consultants (Structural, Mechanical, Electrical, Code etc)</td>
<td>P</td>
<td>R</td>
<td></td>
<td>P</td>
</tr>
<tr>
<td>7 Site Reviews + Reports</td>
<td>C</td>
<td>R</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 General Review/Approval Shop Drawings for all Common Areas, Facades, Main Lobby, Transfer Floor, Shell + Core spaces, Washrooms, Elevators etc.</td>
<td>C</td>
<td>R</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>9 Mock up, Sample, Benchmark, First-off reviews</td>
<td>S</td>
<td>S</td>
<td>P</td>
<td>C</td>
</tr>
<tr>
<td>10 Final Colour and Material selections</td>
<td>R</td>
<td>P</td>
<td></td>
<td>C</td>
</tr>
<tr>
<td>11 Drawings + Clarifications</td>
<td>P</td>
<td>R</td>
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<td>P</td>
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<tr>
<td>12 Aesthetic response to requests for Architectural substitutions and Engineering solutions</td>
<td>P</td>
<td>R</td>
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<td></td>
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<tr>
<td>13 Review Change Orders</td>
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<td>Process Payment Certificates</td>
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<td>16</td>
<td>Final Completion Inspection</td>
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<td>17</td>
<td>Final Certifications, acceptance and close out</td>
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<td>P</td>
<td>R</td>
</tr>
</tbody>
</table>

**Key**
- R Primary Responsibility
- S Shared Responsibility
- P Participation
- C Review and Comment
- F+P Foster + Partners
- AoR Architect of Record

(Please note that the Proposed Deliverables are intended as a guide, and may be further refined with the full design team at an appropriate time).

**Notes:**

1. Special City Approvals (e.g. Zoning Regulations) may be required and will be the responsibility of the Specialist Consultant unless stated otherwise in the Matrix above.
2. Design Architect to be available for presentations to City Planning and Local Community Boards, if required.
3. Architect of Record to collaborate with the Construction Manager to establish a Shop Drawing Review process for all consultants.
4. Each engineering and specialist consultant to review Shop Drawings for which they are the prime responsible as listed above (each prime consultant i.e. the consultant the writes their respective specification section is the prime reviewer of the corresponding shop drawings and other submittals).
5. Design Architect to review mock-ups for aesthetic intent.
6. Architect of Record to provide field observation for services they are prime responsible as listed above.
7. Bid packages and performance specifications (e.g. design assist) for certain items of the work may be required out of sequence and prior to completion of DD or CD phases.
General

The following summary describes the Workplace Research and Strategy Programming Scope of Services to develop your strategic objectives and future proof the new premises.

The Foster + Partners’ Workplace Consultancy Team is a specialist team that consists of designers, analysts and researchers dedicated to matching architecture and interior design with the business objectives and changing needs of organisations. We will work closely with you to provide a more complete insight into how your space should function for optimal user comfort and operational efficiency.

The recommendations we will draw from our analysis will also promote a high level of user environmental comfort, through suggested approaches to MEP systems application and operation, ultimately leading to greater employee satisfaction and increased productivity.

Approach

We will approach the project through research and asking the right questions. Our portfolio of international projects gives us global perspective and will enable us to leverage best practices from different markets to provide the best possible workplace solutions for the organisation.

We will offer a fully integrated in-house team of experienced workplace consultants and engineers that will provide a comprehensive recommendation for your workplace of the future. The team’s specialist skillset covers:

• Initial feasibility analysis
• Brief development, visioning and application
• Corporate stakeholder management
• Ethnographic data collection methods
• Detailed spatial planning and building/floorplate analysis
• Desktop research and analysis
• Environmental comfort and engineering performance analysis

Proposed Scope and Work Schedule

Based on the information provided to-date and in coordination to the Architectural Schedule, we are proposing a 5-week programme (to align with the Concept Design Stage) whereby our integrated team engages with the Client’s Project Team, Stakeholders and User Group Representatives. Throughout the programme, we will engage with you regularly to ensure timely progress of activities and deliver a sound recommendation based on our findings.
Our integrated team will work in close collaboration with all concerned to produce comprehensive studies, reports, and analysis tailored to your objectives. Our purpose is to recommend an operationally efficient workplace strategy for Greenville County; create cost and spatial savings; while supporting your employees' satisfaction and productivity goals.

A. In order to fully understand the organisation, Foster + Partners facilitates a Kick-off meeting and a visioning session with key project stakeholders and management, in which we delve into Client culture and vision for the high-level perspective. This interactive session allows the various participants to jointly discuss and agree on the big picture thinking, goals and success factors for the project. The session helps you to align overall strategy with your mission and goals, as well as the related business objectives that will drive current and future organisational needs. This initial stage will be completed with a tour of current premises and photo journaling activities.

B. Based on our range of experience, we can inform you about all aspects of best practice in designing effective, cost-and-space efficient workspaces as well as front office facilities. Our approach for the new County premises includes a full analysis of existing information made available to Foster + Partners such as:

- Organisational charts
- Key organisational work patterns/flows as identified by Greenville County
- Previous space/density and utilisation studies (if available), CAD plans
- Any other relevant information on existing premises that might be relevant to the analysis phase

We also gather all relevant materials on corporate workplace trends applicable to Greenville County needs and conduct benchmarking studies of comparable organisations to provide further context and inform strategy.

C. Working with the project team, Foster + Partners identifies a group of senior leaders for one-to-one interviews. Using an interview guide, we meet with each leader for approx. 1 hour. This meeting can take place via video conference to be coordinated during the Discovery period. The interviews will cover group’s function and structure; work processes and work flows; communications and key adjacencies; drivers and barriers of productivity; aspired workplace image and atmosphere, projected changes to headcount; workplace requirements (storage, IT, key facilities etc.)

D. Foster + Partners will engage a cross-section of employees in approx. 2 hours sessions with upwards of 25 participants. The focus groups are guided discussions designed to gather and validate data about current working practices, operational issues, space requirements, functional relationships and adjacencies and to discuss the value of community and innovation. The discussions address the perceived disconnects between the current space and the methods of work and garner suggestions about ways to affect change in the future workplace at Greenville Council. In our role as objective and outside consultants, we often find that we hear important information during focus groups that may not have been communicated to senior members of a team. This “ground-up” approach provides rich information about how a space is actually functioning or needs to function.

E. At the end of the data gathering process Foster + Partners will undertake the analysis of the data and development of high-level Workplace Brief which will inform the design development of the new Greenville County Building. This will include a programme of areas and typology and size of main facilities (also in line with comparable projects and benchmarks). Preliminary test-fits of a hypothetical typical floor; Spatial relationship diagram; proposed new space standards; Blocking and Staking diagrams based on the identified key functional adjacencies amongst departments.
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<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
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<td>Fri 2/22/19</td>
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Schedule includes 3 lost days per month due to effects of inclement weather.