



# AIA® Document A101™ – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the 22 day of May in the year 2017  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

School District Five of Lexington & Richland  
1020 Dutch Fork RoadIrmo, SC 29063

and the Contractor:  
(Name, legal status, address and other information)

Edcon Construction  
P.O.Box 100, 4 Mulberry Street  
Peak, SC 2912

or the following Project:  
(Name, location and detailed description)

Chapin Black Box IFB #2017-024  
Chapin High School

The Architect:  
(Name, legal status, address and other information)

JHS Architecture: Integrated Design, Inc.  
1812 Lincoln Street, Ste. 300Columbia, S. C. 29201  
Telephone Number: 803-252-2400  
Fax Number: 803-252-1630

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

May 22, 2017

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One hundred nineteen ( 119 ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion Date**

October 18, 2017

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three hundred and ninety-nine thousand seven hundred forty seven Dollars (\$ 399,747.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Alternate No. 2 - Add new theater seating

**§ 4.3** Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

**§ 4.4** Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

| Item | Price |
|------|-------|
|------|-------|

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-five ( 45 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

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by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Three and one-half percent ( 3.50 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Three and one-half percent ( 3.50 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

N/A

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

§ 8.3 The Owner's representative:

*(Name, address and other information)*

Scott Carlin

§ 8.4 The Contractor's representative:

*(Name, address and other information)*

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Josh Edward

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document | Title                  | Date           | Pages |
|----------|------------------------|----------------|-------|
|          | Project Bid Invitation | March 29, 2017 |       |

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

#### PROCUREMENT AND CONTRACTING REQUIREMENTS

##### DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0101 - Project Title Page

00 0102 - Project Information

00 0110 - Table of Contents

##### SPECIFICATIONS

##### DIVISION 01 – GENERAL REQUIREMENTS

01 1000 - Summary

01 2100 - Allowances

01 2300 - Alternates

01 5000 - Temporary Facilities and Controls

01 5100 - Temporary Utilities

01 6000 - Product Requirements

01 7000 - Execution and Closeout Requirements

01 7800 - Closeout Submittals

##### DIVISION 02 – EXISTING CONDITIONS

02 4100 - Demolition

##### DIVISION 03 – CONCRETE (NOT USED)

##### DIVISION 04 – MASONRY (NOT USED)

##### DIVISION 05 – METALS (NOT USED)

##### DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES (NOT USED)

##### DIVISION 07 – THERMAL AND MOISTURE PROTECTION (NOT USED)

##### DIVISION 08 – OPENINGS (NOT USED)

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**DIVISION 09 – FINISHES**

09 6500 - Resilient Flooring  
 09 6800 - Carpeting  
 09 8400 - Acoustic Room Components  
 09 9123 - Interior Painting

**DIVISION 10 – SPECIALTIES (NOT USED)****DIVISION 11 – EQUIPMENT**

11 5213 - Projection Screens

**DIVISION 12 – FURNISHINGS**

12 6100 - Fixed Audience Seating

**DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) (NOT USED)****DIVISION 26 – ELECTRICAL**

26 0500 - Common Work Results for Electrical Systems  
 26 503 - Equipment Wiring Connections  
 26 0519 - Low-Voltage Electrical Power Conductors and Cables  
 26 0526 - Grounding and Bonding for Electrical Systems  
 26 0529 - Electrical Supports and Seismic Restraints  
 26 0533 - Raceway and Boxes for Electrical Systems  
 26 0553 - Electrical Identification  
 26 2416 - Panelboards  
 26 2726 - Wiring Devices  
 26 2813 - Fuses  
 26 2819 - Enclosed Switches  
 26 5100 - Interior Lighting

**DIVISION 27 – COMMUNICATIONS**

27 0515 - Theatrical Performance Lighting Systems  
 27 0600 - Theatrical Performance Stage Rigging System  
 27 0620 - Audio Systems

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY (NOT USED)****DIVISION 31 – EARTHWORK (NOT USED)****DIVISION 32 – EXTERIOR IMPROVEMENTS (NOT USED)****DIVISION 33 – UTILITIES (NOT USED)**

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

**§ 9.1.5 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

**ARCHITECTURAL**

CS Cover Sheet  
 A1.00 First Floor Plans  
 A1.01 Second Floor Plans

**ELECTRICAL**

E0.01 Electrical Symbols, Legend and Schedules  
 E1.01 First Floor Electrical Plans  
 E1.02 Second Floor Electrical Plans  
 E2.01 Theater Renovation Plans  
 E2.02 Theater Renovation Plans

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

**§ 9.1.6 The Addenda, if any:**

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| Number         | Date           | Pages |
|----------------|----------------|-------|
| Addendum No. 1 | April 20, 2017 | 8     |
| Addendum No. 2 | April 24, 2017 | 4     |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

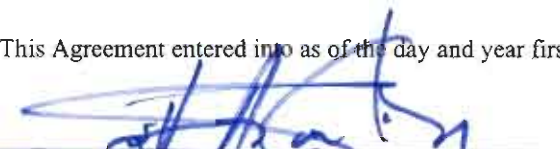
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond

Limit of liability or bond amount (\$0.00)


See Bid Invitation

This Agreement entered into as of the day and year first written above.

  
 OWNER (Signature)  
 SCOTT A. CARLSON  
 COMM. OF FACILITIES AS.  
 (Printed name and title)

  
 CONTRACTOR (Signature)  
 Josh Edwards, PM  
 (Printed name and title)



|   |   |                      |                     |
|---|---|----------------------|---------------------|
| <br>Of Lexington and Richland Counties | <b>District Five of<br/>Lexington and Richland<br/>Counties</b><br><br><b>Amendment # 1</b> | Solicitation #       | 2017-024            |
|   |   | Date Issued          | April 20, 2017      |
|   |   | Procurement Official | Lynda Robinson      |
|   |   | Phone                | (803) 476-8140      |
|   |   | E-Mail Address       | D5bids@lexrich5.org |

|             |  |
|-------------|--|
| DESCRIPTION | <b>Black Box Theater Renovations at Chapin High School</b> |
|-------------|--|

*The Term "Offer" Means Your "Bid" or "Proposal"*

|                                  |                           |
|----------------------------------|---------------------------|
| SUBMIT OFFER BY                  | 11:00AM on April 27, 2017 |
| QUESTIONS MUST BE RECEIVED BY    |                           |
| NUMBER OF COPIES TO BE SUBMITTED | 1                         |

**Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO:

|   |
|---|
| <b>District Five of Lexington and Richland Counties<br/>Purchasing Office<br/>1020 Dutch Fork Road<br/>Irmo, SC 29063</b> |
|---|

|  |                                 |
|--|---------------------------------|
| <b>CONFERENCE TYPE:</b> None-Not Applicable<br><b>DATE &amp; TIME:</b> (EST)<br>As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions | <b>LOCATION:</b> Not Applicable |
|--|---------------------------------|

|                               |   |
|-------------------------------|---|
| <b>AWARD &amp; AMENDMENTS</b> | The award and any amendments will be posted at the following web address:<br><a href="http://www.lexrich5.org">www.lexrich5.org</a> |
|-------------------------------|---|

|  |             |  |
|--|-------------|--|
| You <b>must</b> submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.  |             |  |
| NAME OF OFFEROR      (Full legal name of business submitting the offer)  |             | <b>OFFEROR'S TYPE OF ENTITY:</b><br>(Check one)<br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporation (tax-exempt)<br><input type="checkbox"/> Corporate entity (not tax-exempt)<br><input type="checkbox"/> Government entity (federal, state, or local)<br><input type="checkbox"/> Other _____<br>(See "Signing Your Offer" provision.) |
| AUTHORIZED SIGNATURE<br><br>(Person signing <b>must</b> be authorized to submit binding offer to enter contract on behalf of Offeror named above.)   |             |  |
| TITLE      (Business title of person signing above)  |             |  |
| PRINTED NAME      (Printed name of person signing above)   | DATE SIGNED |  |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror <b>must</b> be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc. |             |  |
| STATE OF INCORPORATION<br><br>(If Offeror is a corporation, identify the state of Incorporation.)  |             | TAXPAYER IDENTIFICATION NO.  |

**COVER PAGE**



AMENDMENT NO 1.  
BLACK BOX THEATER AT CHAPIN HIGH SCHOOL  
Solicitation 2017-024

**ACKNOWLEDGE RECEIPT**

Submitters shall acknowledge receipt of amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two of the original solicitation (3) by letter, or (4) by submitting a response that indicates in some way that the firm received the amendment.

The Contractor is instructed to make the following changes in the Construction Documents for the **BLACK BOX THEATER RENOVATIONS AT CHAPIN HIGH SCHOOL, DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES.**

**Pre-Bid Conference Meeting Minutes:**

1. Steve Kane of District Five of Lexington and Richland Counties reviewed the Bid Invitation information. He pointed out the following:
  - a. The Project Name and Bid Number: Black Box Theater Renovations at Chapin High School. Bid Number 2017-024
  - b. Indicated that a 5% Bid Bond and a Performance and Payment Bond would be required on this project.
  - c. Bid Opening Date and Time: April 25, 2017 at 11:00 AM
  - d. Questions Due by Date: 12:00 PM on April 18, 2017
  - e. Acknowledgement of Amendments: Three ways to acknowledge amendments: Page 2 of the bid invitation, Signing and returning the amendment with your bid, returning the acknowledgement page/Subcontractors page. **Subcontractors: Be sure to list the subcontractors for the base bid work and alternates.**
  - f. Section III Scope of Work/Specifications: Per plans and project manual prepared by JHS Architects.
  - g. NO Tobacco use on school property.

**Other Information to note:**

- a. The minimum insurance limit on this project would be Low Risk.
- b. All excess construction material is to be removed from project site. GC is not to use school's containers.
- c. It was noted where the bids would be received. Annex Building at the Lexington Richland School District Five Office 1020 Dutch Fork Road, Irmo, South Carolina.
- d. Reviewed the Bid Schedule. The Allowance on the Bid schedule should be \$25,000.00.
- e. The Minority Participation page that needs to be filled out and submitted with bids.
- f. Bid Form Proposal – Subcontractor Information – Indicate if subcontractor is a Minority Firm.

AMENDMENT NO 1.  
BLACK BOX THEATER AT CHAPIN HIGH SCHOOL  
Solicitation 2017-024

**Clarifications to the Bid Schedule are as follows:**

Please note that the opening date of the solicitation has been changed from April 25, 2017 at 11:00 am to **April 27, 2017 at 11:00 am.**

Please use the revised bid schedule and amendment acknowledgement page when submitting your bid. Revised bid schedule and acknowledgment pages are attached.

**Clarifications to the Bid Documents are as follows:**

1. **Question.** Will the contract and general conditions be AIA?

**Answer.** Yes

2. **Question.** Will a license be required by the Town of Chapin?

**Answer:** Yes

3. **Question:** Can we make a site visit and if so when?

**Answer:** Yes, Contact the facility supervisor, Mike Clark at (803) 575-5400.

4. **Question:** There is a specification for carpet and base. In the pre-bid they said carpet was to be installed on the existing seating platform and risers. Is this correct and is there any base required?

**Answer:** New carpet is to be installed on the existing seating platform and risers; the base is to be installed where carpet meets the existing walls.

5. **Question:** The description of the curtains from the drawings does not match what is indicated in the specifications. The sizes etc. are different. Which is correct?

**Answer:** 1. Specification Section 27 0600 Theatrical Performance Stage Rigging System – Part 2 Products; paragraph 2.5 Stage Drapery; Delete in entirety and insert the follow:

**2.5 STAGE DRAPERY**

- A. Provide “Charisma” synthetic velour. 25oz inherently flame retardant. Heavy weight brushed polyester. Totally opaque, durable and wrinkle resistant
- B. Provide each drape with flame retardant certificate.
  - i. LEG PANELS:
    - 1. Provide two drapes.
    - 2. Color Black.
    - 3. 8’-0” wide by 18’-0” tall.
    - 4. Flat 0% fullness.
    - 5. Top finish, webbing grommets and 36” tie line at 12” on centers.
    - 6. Bottom finish, Lined pocket with chain and 2” skirt.
    - 7. Side finish, 2” side hem.

AMENDMENT NO 1.  
BLACK BOX THEATER AT CHAPIN HIGH SCHOOL  
Solicitation 2017-024

- ii. BLACK BOX WALK-ALONG PANELS:
  - 1. Provide six drapes.
  - 2. Color Black.
  - 3. 8'-0" wide by 18'-0" tall.
  - 4. 50% fullness with box pleats on 12" centers.
  - 5. Top finish, webbing grommets and S hooks at 12" on center.
  - 6. Bottom finish, Lined pocket with chain and 2" skirt.
  - 7. Side finish, 2" (full width) side hem.
- iii. PROP MASKING LEG PANELS:
  - 1. Provide two drapes.
  - 2. Color Black.
  - 3. 8'-0" wide by 13'-0" tall.
  - 4. 50% fullness with box pleats on 12" centers.
  - 5. Top Finish webbing grommets and S hooks at 12" on center.
  - 6. Bottom Finish, Lined pocket with chain and 2" skirt.
  - 7. Side Finish, 2" (full width) side hem.

6. **Question:** There is a note on drawing A1.01 that says to provide a new track for the torpedo curtain. Please provide more information for this so we can include this in the bid properly.

**Answer:** Delete and dis-regard this note.

**Performance Period:**

Work shall begin on **May 15, 2017** and shall be complete on **August 14, 2017**.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

- A. Time of Substantial Completion: Unless an extension of time is granted, work under this contract shall be substantially complete on **August 14, 2017**. Substantial completion is defined as the date all work is certified by the Design Professional and the Third Party Inspector as being sufficiently complete in accordance with the contract documents, so that people may safely occupy the workspace for the use for which it is intended.
- B. Time of Final Completion: Unless an extension is granted, work under this contract shall be finally complete by **September 13, 2017**.
- C. Liquidated Damages: Should the contractor fail to substantially complete the work under this contract within the stipulated days plus any additional that may result from extensions of time granted by the owner, he agrees that the Owner may retain the sum of:
  - 1. **Step One Liquidated Damages** will be assessed in the amount of \$200.00 for each calendar day the actual Contract Time for Substantial Completion exceeds the specified Date of Substantial Completion.



AMENDMENT NO 1.  
BLACK BOX THEATER AT CHAPIN HIGH SCHOOL  
Solicitation 2017-024

2. **Step Two Liquidated Damages** will be assessed in the amount of \$250.00 for each calendar day the actual Contract Time for Final Completion exceeds thirty days (30) days following the specified Date of Substantial Completion.

**AWARD CRITERIA:**

**AWARD:** Award will be made by base bid work plus lump sum allowance.

**AWARD CRITERIA-BIDS:** Award will be made to the lowest responsive and responsible bidder.

**AWARD :** Award will be made to one Offeror.

**Bidders must provide pricing for any alternate listed in the bid schedule. Failure to provide pricing for any alternate listed, will result in your bid being deemed non-responsive.**

**Clarifications to the Bid Specifications are as follows:**

1. Specification Section 12 6100 Fixed Audience Seating – Part 2 Products; paragraph 2.01 Manufactures; Subparagraph A. Fixed Theater Seating; Add the follow Manufacturer – 3. Irwin Seating Company (Citation Chair Model #90-12-10-4).
2. Specification Section 12 6100 Fixed Audience Seating – Part 2 Products; Paragraph 2.03 Upholstered Chairs; Subparagraph C. Seats; The second line reads “One-piece sheet steel pan construction,” change to read “One-piece sheet steel pan or polymer shell construction”.
3. Specification Section 12 6100 Fixed Audience Seating – Part 2 Products; Paragraph 2.04 Standards; Subparagraph A. Supports Standards; States “One-piece cast iron, with integral mounting points for backs, seats, and arm rest, and integral floor anchoring points”. Change to read, “One-piece cast iron, cast aluminum or steel standard with integral mounting points for backs, seats, and arm rest, and integral floor anchoring points”.

**Changes to Drawings are as follows:**

1. Drawing Sheet A1.00 First Floor Plan - Renovation Notes: Add Note 14 Install new carpet at Seating Platform, and Risers, include steps. See specification section 09 6800 for additional information on the new carpet.

**Print name and Title:** \_\_\_\_\_

**\*\*\*\*REVISED ACKNOWLEDGEMENT OF AMENDMENT\*\*\*\***

**April 20, 2017**

**ACKNOWLEDGEMENT OF AMENDMENT**

Project: Chapin High School Black Box Theater Renovations

Owner: School District 5 of Lexington and Richland Counties  
1020 Dutch Fork Road  
Irmo, South Carolina 29063

The amount shown on the bid schedule, based on the above mentioned bid documents and the following additional addenda, (if any), issued subsequent to the basic bid documents. (List all Addenda with dates of any issued. If no additional addenda are issued, write the word "NONE".)

Addendum No.

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subcontractor Information

Name of  
Subcontractor

License  
Number

Phone  
Number

**Theatrical**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Electrical**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Alternate Number One**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_


**Alternate Number Two**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**End of Amendment #1**

|   |   |                      |                            |
|---|---|----------------------|----------------------------|
| <br>Of Lexington and Richland Counties | <b>District Five of<br/>Lexington and Richland<br/>Counties</b><br><br><b>Amendment # 2</b> | Solicitation #       | <b>2017-024</b>            |
|   |   | Date Issued          | <b>April 24, 2017</b>      |
|   |   | Procurement Official | <b>Lynda Robinson</b>      |
|   |   | Phone                | <b>(803) 476-8140</b>      |
|   |   | E-Mail Address       | <b>D5bids@lexrich5.org</b> |

|             |  |
|-------------|--|
| DESCRIPTION | <b>Black Box Theater Renovations at Chapin High School</b> |
|-------------|--|

*The Term "Offer" Means Your "Bid" or "Proposal"*

|                                  |                                  |
|----------------------------------|----------------------------------|
| SUBMIT OFFER BY                  | <b>11:00AM on April 27, 2017</b> |
| QUESTIONS MUST BE RECEIVED BY    |                                  |
| NUMBER OF COPIES TO BE SUBMITTED | <b>1</b>                         |

**Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO:

|   |
|---|
| <b>District Five of Lexington and Richland Counties<br/>Purchasing Office<br/>1020 Dutch Fork Road<br/>Irmo, SC 29063</b> |
|---|

|   |  |
|---|--|
| <b>CONFERENCE TYPE:</b> <b>None-Not Applicable</b><br><b>DATE &amp; TIME:</b> (EST)<br>As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions | <b>LOCATION:</b> <b>Not Applicable</b> |
|---|--|

|                               |   |
|-------------------------------|---|
| <b>AWARD &amp; AMENDMENTS</b> | The award and any amendments will be posted at the following web address:<br><a href="http://www.lexrich5.org">www.lexrich5.org</a> |
|-------------------------------|---|

|  |                             |  |
|--|-----------------------------|--|
| You <b>must</b> submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.  |                             |  |
| NAME OF OFFEROR      (Full legal name of business submitting the offer)  |                             | <b>OFFEROR'S TYPE OF ENTITY:</b><br>(Check one)<br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporation (tax-exempt)<br><input type="checkbox"/> Corporate entity (not tax-exempt)<br><input type="checkbox"/> Government entity (federal, state, or local)<br><input type="checkbox"/> Other _____<br>(See "Signing Your Offer" provision.) |
| AUTHORIZED SIGNATURE<br><br>(Person signing <b>must</b> be authorized to submit binding offer to enter contract on behalf of Offeror named above.)   |                             |  |
| TITLE      (Business title of person signing above)  |                             |  |
| PRINTED NAME      (Printed name of person signing above)   | DATE SIGNED                 |  |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror <b>must</b> be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc. |                             |  |
| STATE OF INCORPORATION<br><br>(If Offeror is a corporation, identify the state of Incorporation.)  | TAXPAYER IDENTIFICATION NO. |  |

**COVER PAGE**

PAGE TWO  
(Return Page Two with Your Offer)

|  |  |                               |                              |                               |                         |               |                      |
|--|--|-------------------------------|------------------------------|-------------------------------|-------------------------|---------------|----------------------|
| <b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)   | <b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)  |                               |                              |                               |                         |               |                      |
|  | Area Code:   | Number:                       | Extension:                   | Facsimile:                    |                         |               |                      |
|  | E-Mail Address:  |                               |                              |                               |                         |               |                      |
| <b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)   | <b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)   |                               |                              |                               |                         |               |                      |
| <input type="checkbox"/> Payment Address same as Home Office Address<br><input type="checkbox"/> Payment Address same as Notice Address (check only one)   | Order E-Mail Address:  |                               |                              |                               |                         |               |                      |
|  | <input type="checkbox"/> Order Address same as Home Office Address<br><input type="checkbox"/> Order Address same as Notice Address (check only one) |                               |                              |                               |                         |               |                      |
| <b>ACKNOWLEDGMENT OF AMENDMENTS:</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.   |  |                               |                              |                               |                         |               |                      |
| Amendment No.  | Amendment Issue Date   | Amendment No.                 | Amendment Issue Date         | Amendment No.                 | Amendment Issue Date    | Amendment No. | Amendment Issue Date |
|  |  |                               |                              |                               |                         |               |                      |
|  |  |                               |                              |                               |                         |               |                      |
| DISCOUNT FOR PROMPT PAYMENT  |  | 10 Calendar Days (%)<br>_____ | 20 Calendar Days(%)<br>_____ | 30 Calendar Days (%)<br>_____ | _____ Calendar Days (%) |               |                      |
| <b>MINORITY PARTICIPATION</b>  |  |                               |                              |                               |                         |               |                      |
| Please answer the following question:  |  |                               |                              |                               |                         |               |                      |
| 1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, provide certification number: _____. |  |                               |                              |                               |                         |               |                      |



AMENDMENT NO 2.  
BLACK BOX THEATER AT CHAPIN HIGH SCHOOL  
Solicitation 2017-024

**ACKNOWLEDGE RECEIPT**

Submitters shall acknowledge receipt of amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two of the original solicitation (3) by letter, or (4) by submitting a response that indicates in some way that the firm received the amendment.

The Contractor is instructed to make the following changes in the Construction Documents for the **BLACK BOX THEATER RENOVATIONS AT CHAPIN HIGH SCHOOL, DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES.**

**Bid Opening Date and Time:**

The bid opening date and time is **April 27, 2017 at 11:00 AM**

**Performance Period:**

For the **Base Bid Work**, work shall begin on **May 15, 2017** and shall be complete on **August 4, 2017**.

For **Alternate Number One or Alternate Number Two if either is accepted**, installation of seating shall begin on **August 31, 2017** and shall be complete on **October 11, 2017**.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

- A. Time of Substantial Completion **Base Bid Work**: Unless an extension of time is granted, work under this contract shall be substantially complete on **August 4, 2017**. Substantial completion is defined as the date all work is certified by the Design Professional and the Third Party Inspector as being sufficiently complete in accordance with the contract documents, so that people may safely occupy the workspace for the use for which it is intended.
- B. Time of Final Completion **Base Bid Work**: Unless an extension is granted, work under this contract shall be finally complete by **September 4, 2017**.
- C. Time of Substantial Completion for **Alternate Number One or Alternate Number Two if either is accepted**: Unless an extension of time is granted, installation of seating under this contract shall be substantially complete on **October 11, 2017**. Substantial completion is defined as the date all work is certified by the Design Professional and the Third Party Inspector as being sufficiently complete in accordance with the contract documents, so that people may safely occupy the workspace for the use for which it is intended.
- D. Time of Final Completion **Alternate Number One or Alternate Number Two if either is accepted**: Unless an extension is granted, work under this contract shall be finally complete by **October 18, 2017**.
- E. Liquidated Damages: Should the contractor fail to substantially complete the work under this contract within the stipulated days plus any additional that may result from extensions of time granted by the owner, he agrees that the Owner may retain the sum of:


AMENDMENT NO 2.  
BLACK BOX THEATER AT CHAPIN HIGH SCHOOL  
Solicitation 2017-024

1. **Step One Liquidated Damages** will be assessed in the amount of \$200.00 for each calendar day the actual Contract Time for Substantial Completion exceeds the specified Date of Substantial Completion.
  
2. **Step Two Liquidated Damages** will be assessed in the amount of \$250.00 for each calendar day the actual Contract Time for Final Completion exceeds thirty days (30) days following the specified Date of Substantial Completion.

**Photographs of Seating, Former Chapin Theater:**

Please see photographs attached to email.

**End of Amendment #2**

|   |  |                      |                     |
|---|--|----------------------|---------------------|
| <br>Of Lexington and Richland Counties | <b>District Five of<br/>Lexington and Richland<br/>Counties</b><br><br><b>Invitation for Bid</b> | Solicitation #       | 2017-024            |
|   |  | Date Issued          | March 29, 2017      |
|   |  | Procurement Official | Lynda Robinson      |
|   |  | Phone                | (803) 476-8140      |
|   |  | E-Mail Address       | D5bids@lexrich5.org |

|             |  |
|-------------|--|
| DESCRIPTION | <b>Black Box Theater Renovations at Chapin High School</b> |
|-------------|--|

*The Term "Offer" Means Your "Bid" or "Proposal"*

|                                  |                                   |
|----------------------------------|-----------------------------------|
| SUBMIT OFFER BY                  | <b>11:00 AM on April 25, 2017</b> |
| QUESTIONS MUST BE RECEIVED BY    | <b>12:00 PM on April 18, 2017</b> |
| NUMBER OF COPIES TO BE SUBMITTED | <b>One (1)</b>                    |

**Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.**

SUBMIT YOUR SEALED OFFER TO:

|   |
|---|
| <b>District Five of Lexington and Richland Counties</b><br><b>Purchasing Office</b><br><b>1020 Dutch Fork Road</b><br><b>Irmo, SC 29063</b> |
|---|

|  |   |
|--|---|
| <b>CONFERENCE TYPE:</b> Pre-bid conference<br><b>DATE &amp; TIME:</b> April 6, 2017 at 2:00 PM (EST)<br>As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions | <b>LOCATION:</b> Annex Building at the District Office, 1020 Dutch Fork Road Irmo, SC 29063 |
|--|---|

|                               |   |
|-------------------------------|---|
| <b>AWARD &amp; AMENDMENTS</b> | This solicitation, any amendments, and award will be posted at the following web address:<br><a href="http://www.lexrich5.org">www.lexrich5.org</a> |
|-------------------------------|---|

|  |   |
|--|---|
| You <b>must</b> submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.  |   |
| NAME OF OFFEROR (Full legal name of business submitting the offer)<br><br>AUTHORIZED SIGNATURE<br>(Person signing <b>must</b> be authorized to submit binding offer to enter contract on behalf of Offeror named above.)<br>TITLE (Business title of person signing above)<br>PRINTED NAME (Printed name of person signing above)  | OFFEROR'S TYPE OF ENTITY:<br>(Check one)<br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporation (tax-exempt)<br><input type="checkbox"/> Corporate entity (not tax-exempt)<br><input type="checkbox"/> Government entity (federal, state, or local)<br><input type="checkbox"/> Other _____<br>(See "Signing Your Offer" provision.) |
| DATE SIGNED  |   |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror <b>must</b> be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc. |   |
| STATE OF INCORPORATION<br><br>(If Offeror is a corporation, identify the state of Incorporation.)  | TAXPAYER IDENTIFICATION NO.   |

**COVER PAGE**



## TABLE OF CONTENTS

- I. Scope of Solicitation
- II. Instructions to Offerors
  - A. General Instructions
  - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bidding Schedule
- IX. Attachments to Solicitation

### I. SCOPE OF SOLICITATION:

Black Box Theater Renovations at Chapin High School.

### II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

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

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

BOARD means the Board of Trustees of District Five of Lexington and Richland Counties.

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

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

CONTRACT means all types of District Five of Lexington and Richland Counties' agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.

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

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

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

DISTRICT means District Five of Lexington and Richland Counties.

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

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the cover page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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



SUBCONTRACTOR means any person you contract with to perform or provide any part of the work. WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

**AMENDMENTS TO SOLICITATION:** (a) The Solicitation may be amended at any time prior to opening. All bidders requesting the bid package will be sent copies of all amendments. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**AWARD NOTIFICATION:** Notice regarding any award, cancellation of award, or extension of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, in addition to the posted notice, notice of intended award will be sent to all Offerors responding to the Solicitation. Any award resulting from this Solicitation will not be effective until the eleventh day after such notice is given. When only one response is received, the notice of intended award and the ten-day delay of award may be waived.

**BID/PROPOSAL AS OFFER TO CONTRACT:** By submitting Your Bid or Proposal, You are offering to enter into a contract with District Five of Lexington and Richland Counties. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BID ACCEPTANCE PERIOD:** In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

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

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

(a) By submitting an offer, the Offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to:

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals"

means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:**

(a)

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Check for federal disbarments at [www.sam.gov](http://www.sam.gov) or <https://procurement.sc.gov/legal/legal-suspend-debar>

**CODE OF LAWS AVAILABLE:** The District's Procurement Code is available at: [www.lexrich5.org](http://www.lexrich5.org).

**COMPLETION OF FORMS/CORRECTION OF ERRORS:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including the bid schedule).

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Officer of the District or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated District office or mailroom as instructed on the Cover page prior to the bid opening.

**DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE:** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

**DRUG FREE WORK PLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**CONTRACT VIOLATION:** During the term of the contract, contractors who violate any contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

**DUTY TO INQUIRE:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

**ETHICS CERTIFICATE:** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

**CIVIL RIGHTS PROVISIONS:** The contractor providing services under this invitation to bid must comply with the provisions of the Civil Rights Act of 194, as amended.

**PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS:** "Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

#### **IRAN DIVESTMENT ACT - CERTIFICATION**

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety-days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the District to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

**PROTESTS:** Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided.

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

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

**Email is the preferred method for submitting questions with "Questions: Solicitation # as the subject of the email. Questions must be submitted in an easily copied format such as Word.**

Email: [D5bids@lexrich5.org](mailto:D5bids@lexrich5.org)

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 476-8032.

**REJECTION/CANCELLATION:** The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

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

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

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

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

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

**PROHIBITED COMMUNICATIONS AND DONATIONS:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the with District or its employees, agents or officials regarding any aspect of this procurement activity,*** unless otherwise approved in writing by the Procurement Officer. (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donation to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the opening date.

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

**DISTRICT OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the District as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.lexrich5.org>



**SUBMITTING CONFIDENTIAL INFORMATION:** (An overview is available at [http://procurement.sc.gov/webfiles/MMO\\_Legal/Documents/FOIA\\_page.pdf](http://procurement.sc.gov/webfiles/MMO_Legal/Documents/FOIA_page.pdf)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret or (b) privileged and confidential. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

**SUBMITTING YOUR OFFER OR MODIFICATION:** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages - (1) Addressed to the Office of Procurement Services as specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered.

**TAXPAYER IDENTIFICATION NUMBER:** (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local

government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

**VENDOR REGISTRATION:** Offerors who have not provided products/services to the District in the past or within the past three years should complete a W-9 and submit it with your offer.

**WITHDRAWAL OR CORRECTION OF OFFER:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

## **II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS**

**CLARIFICATION:** Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

**BACKGROUND CHECKS:** Any and all persons with whom vendor/contractor employs, contracts, or otherwise causes to be located on District property shall have passed a South Carolina and Nationwide criminal background check, to include the nationwide Sex Offender Registry. Successful completion of the criminal background checks shall occur prior to such individuals being present on District property. The contractor/vendor is solely responsible for any and all fees and/or charges associated with completion of the background check(s) required herein. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

**SHIPPING AND HANDLING:** Shipping and handling must be included in the cost. The District will not pay a separate shipping and handling charge.

**PROTEST – CPO - DISTRICT ADDRESS:** Any protest must be addressed to the Chief Procurement Officer, District Five of Lexington and Richland Counties, and submitted in writing at 1020 Dutch Fork Road, Irmo, SC 29063.

**EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.**

### **III. SCOPE OF WORK / SPECIFICATIONS**

#### **SCOPE OF WORK:**

Renovations to the black box theater at Chapin High School per the drawings, plans and specifications prepared by JHS Architecture Integrated Design, Inc.

**QUALITY OF PRODUCT:** Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

**DELIVERY LOCATION:** After award, all deliveries shall be made and all services provided to the location specified in the purchase order.

**BRAND NAME:** Items included in this solicitation are brand name and model specific.

**OPERATIONAL MANUALS:** Unless otherwise specified, contractor shall provide (2) two operational manuals for each item acquired.

#### **SPECIFICATIONS:**

See the plans, drawings specifications and special conditions prepared by JHS Architecture Integrated Design, Inc.

### **IV. INFORMATION FOR OFFERORS TO SUBMIT**

**INFORMATION FOR OFFERORS TO SUBMIT – GENERAL:** Offeror shall submit a signed Cover Page, Page Two, and Amendments (if applicable). Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

### **V. QUALIFICATIONS**

**QUALIFICATION OF OFFEROR: (1)** To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District's standards of responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

### **VI. AWARD CRITERIA**

**AWARD:** Award will be made by base bid work plus lump sum allowance.

**AWARD CRITERIA-BIDS:** Award will be made to the lowest responsive and responsible bidder.

**AWARD :** Award will be made to one Offeror.

### **VII. TERMS AND CONDITIONS – A. GENERAL**

#### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the

contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

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

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

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

**DISCOUNT FOR PROMPT PAYMENT:** (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

**DISPUTES:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

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

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

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

**PAYMENT & INTEREST:** (a) Unless otherwise provided in this Solicitation, the District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45 or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended unless otherwise required by Section 29-6-30 (e) Any other basis for interest, including but

not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off.

**PUBLICITY:** Contractor shall not publish any comments or quotes from District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

**PAYMENT FOR GOODS AND SERVICES:** Payment for goods and services received by the District shall be processed in accordance with the District Procurement Code. A purchase order will be issued and must be referenced on all invoices presented for payment.

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

**ITEM SUBSTITUTION:** (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the District without permission from the Procurement Official.

**IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS:** (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment.

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

**SWMBE PARTICIPATION:** District Five of Lexington and Richland Counties encourages SWMBE businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in an annual report submitted to the Board of Trustees. In order to be included in this report, you must submit a copy of your certificate with your proposal.

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

**TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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

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

## **VII. TERMS AND CONDITIONS – B. SPECIAL**

1. A pre-bid conference will be held at 2:00 PM on April 6, 2017. The meeting will be held in the Annex Building at the District Office 1020 Dutch Fork Road Irmo, SC 29063.
2. Drawings and plans are available through JHS Architecture Integrated Design, Inc. 1812 Lincoln Street, Third Floor, Columbia, SC 29201-2310 or at the following address:  
<https://www.dropbox.com/sh/g2id5pin2mqj7qr/AACcrpH0M-6XZ9vWDajGejia?dl=0>
3. The contractor shall provide all labor, equipment, materials and supplies necessary to perform the work.
4. Allowance. You will find an allowance listed on the bid schedule. Include the amount of the allowance in your lump sum base bid price. Use of the allowance shall be approved by the Facilities Department of School District Five of Lexington and Richland Counties. All unused allowance shall be deducted from the final invoice.
5. Questions pertaining to the solicitation or requests for substitutions shall be submitted in writing by **12:00 PM on April 18, 2017**. Questions shall be submitted to the following email address: [d5bids@lexrich5.org](mailto:d5bids@lexrich5.org) , mailed or delivered to 1020 Dutch Fork Road Irmo, SC 29063 attention Purchasing Department.
6. Sealed bids will be received until **11:00 AM on April 25, 2017**.
7. Contractor shall provide all labor, equipment, materials and supplies necessary to perform the work.
8. For any change order, contractor shall provide an itemized list of cost for labor, material, overhead and profit for approval.
9. S.C. law requires that contractors awarded contracts in excess of \$5,000 be licensed by the S.C. Contractors Licensing Board if required for the project. The contractor's S.C. General Contractor's license number must be clearly indicated on the face of the envelope of bids exceeding this amount.
10. All bids over \$50,000 must be accompanied by a 5% Bid Bond. The successful bidder will be required to submit a Performance and Payment Bond in the amount of 100% of the contract amount.

11. For any adjustment to the Contract Sum for which overhead and profit may be recovered, other than those made pursuant to Unit Prices stated in the Contract Documents, the Contractor agrees to charge and accept, as full payment for overhead and profit, not more than the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. The allowable percentages for overhead and profit are as follows:
- To the Contractor for work performed by the Contractor's own forces, 15% of the Contractor's actual costs.
  - To each Subcontractor for work performed by the Subcontractor's own forces, 15% of the subcontractor's actual costs.
  - To the Contractor for work performed by a subcontractor, 10% of the subcontractor's actual costs (not including the subcontractor's overhead and profit).

**Contractors Liability Insurance:** Contractor shall provide and maintain during the entire performance period minimum insurance limits of **Low Risk** as shown in the Minimum Insurance Limits Guideline. The insurance by shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

| <u>Minimum Insurance Limits Guidelines</u> |  |                  |                    |                 |
|--|--|------------------|--------------------|-----------------|
| <u>FORM</u>                                | <u>BASIS</u>                           | <u>HIGH RISK</u> | <u>MEDIUM RISK</u> | <u>LOW RISK</u> |
| CGL  | Occurrence                             | \$5 Million      | \$2 Million        | \$1 Million     |
|  | Aggregate                              | \$10 Million     | \$5 Million        | \$2 Million     |
|  | Products-Completed Operation Aggregate | \$10 Million     | \$5 Million        | \$2 Million     |
|  | Personal/Advertising Injury            | \$5 Million      | \$2 Million        | \$1 Million     |
|  |  |                  |                    |                 |
| Employees Liability                        | BI - Occurrence                        | \$1 Million      | \$500,000          | \$250,000       |
|  | Disease - Occurrence                   | \$1 Million      | \$500,000          | \$250,000       |
|  | Disease - Aggregate                    | \$2 Million      | \$1 Million        | \$500,000       |
|  |  |                  |                    |                 |
| Business Automobile Liability              | Occurrence                             | \$2 Million      | \$2 Million        | \$1 Million     |
|  |  |                  |                    |                 |
| Workers Comp                               |  | Statutory        | Statutory          | Statutory       |



Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employee;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employee;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. Claims for damages other than the work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property damages arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

**CHANGES:** (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) Method of shipment or packing;
- (c) Place of delivery;
- (d) Description of services to be performed;
- (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) Place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with

the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

**COMPLIANCE WITH LAWS:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

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

**CONTRACTOR'S LIABILITY INSURANCE(General):**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) The District and its officers, officials, employees and volunteers must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District and its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required

by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

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

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

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

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

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

**CONTRACTOR'S USE OF DISTRICT PROPERTY:** Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

**DEFAULT:** (a)(1)The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

**DISPOSAL OF PACKAGING:** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation. Contractor may not dispose of any waste created by or associated with this project in district owned waste receptacles.

**DEFECTIVE GOODS:** Any item delivered in an unacceptable condition will not be accepted. Successful bidder agrees to pay for return shipment of goods that arrive in a defective or inoperable condition. Offeror must agree to arrange for return shipment of damaged goods.

**DESCRIPTIVE LITERATURE – LABELING:** Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

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

**INDEMNIFICATION - THIRD PARTY CLAIMS - General:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means District Five of Lexington and Richland Counties, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees.

**INTELLECTUAL PROPERTY:** (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the District, its instrumentalities, agencies departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. The District shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. The District shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall reasonably cooperate with Contractor's defense of such claim.

(b) In the event an injunction or order shall be obtained against the District's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for the District the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by the District. If

neither (1) nor (2), above, is practical, the District may require that Contractor remove the acquired item from District, refund to the District any charges paid by District therefore, and take all steps necessary to have the District released from any further liability.

(c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the District unless Contractor knew its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.

(d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

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

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

**PRICE ADJUSTMENTS:** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) By unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

**RECORDS RETENTION AND RIGHT TO AUDIT:** The District has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

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

**RELATIONSHIP OF USING GOVERNMENTAL UNITS:** Each School District's obligations and liabilities are independent of every other District's obligations and liabilities. No District shall be responsible for any other District's act or failure to act.

**SHIPPING / RISK OF LOSS:** F.O.B. Destination. Destination is the shipping dock of the District's designated receiving site, or other location, as specified herein.

**TERMINATION FOR CONVENIENCE (SHORT FORM):** The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause.

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

## VIII. BIDDING SCHEDULE

### Base Bid Work

1. The base bid price includes all work required by an in strict accordance with the bid documents for this project, excluding the lump sum allowance, for the lump sum of:

Base Bid Work \$ \_\_\_\_\_

### Lump Sum Allowance:

Allowance Number 1: Owner Directed Allowance: \$25,000.00

### Total Base Bid Price

(Base Bid Work + Lump Sum Allowance – Basis of Award) \$ \_\_\_\_\_

If your Bid is accepted, I/we will complete the work in \_\_\_\_\_ calendar days from the Notice to Proceed. (Bidder to enter the number of days).

### Alternate Number One

1. Remove, repair and reinstall theater seats from the former Chapin Theater.

\$ \_\_\_\_\_

If Alternate Number One is accepted, \_\_\_\_\_ calendar days should be added if required to the project schedule. (Bidder to enter the number of days).

### Alternate Number Two

1. Furnish and install new theater seating.

\$ \_\_\_\_\_

If Alternate Number One is accepted, \_\_\_\_\_ calendar days should be added if required to the project schedule. (Bidder to enter the number of days).

Signature of Authorized Official: \_\_\_\_\_

Print name and Title: \_\_\_\_\_



## ACKNOWLEDGEMENT OF AMENDMENT

Project: Chapin High School Black Box Theater Renovations

Owner: School District 5 of Lexington and Richland Counties  
1020 Dutch Fork Road  
Irmo, South Carolina 29063

The amount shown on the bid schedule, based on the above mentioned bid documents and the following additional addenda, (if any), issued subsequent to the basic bid documents. (List all Addenda with dates of any issued. If no additional addenda are issued, write the word "NONE".)

| <u>Addendum No.</u> | <u>Date</u> |
|---------------------|-------------|
| _____               | _____       |
| _____               | _____       |
| _____               | _____       |

### Subcontractor Information

| Name of Subcontractor | License Number | Phone Number | Type of Work |
|-----------------------|----------------|--------------|--------------|
| _____                 | _____          | _____        | _____        |
| _____                 | _____          | _____        | _____        |
| _____                 | _____          | _____        | _____        |
| _____                 | _____          | _____        | _____        |
| _____                 | _____          | _____        | _____        |

## **IX. ATTACHMENTS TO SOLICITATION**

- A. Minority Participation Affidavit
- B. Offeror's Checklist

## ATTACHMENT A

### MINORITY PARTICIPATION AFFIDAVIT

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>  
[04-4015-3]

## ATTACHMENT B

### **OFFEROR'S CHECKLIST** *AVOID COMMON MISTAKES!*

(Review this checklist prior to submitting your offer)

- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES!
- ✓ MAKE SURE YOUR OFFER DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS!
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS: "SUBMITTING CONFIDENTIAL INFORMATION." DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- ✓ PROPERLY ACKNOWLEDGED ALL AMENDMENTS?
- ✓ MAKE SURE THAT YOUR OFFER INCLUDES THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR OFFER INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR OFFER INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS.

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

#### **SUBMIT WITH OFFER:**

1. Cover Page
2. Page 2
3. Bid Schedule
4. Minority Participation Affidavit
5. Completed W-9 (if needed)

Project: Black Box Theater Renovations  
Chapin High School

**BID TAB SHEET**  
Bid Number 2017-024

Date: April 27, 2017  
@ 11:00 Am

| Bidders               | Bid Bond | Addendum |   | Base Bid   | Alternate 1 | Alternate 2 | Total Cost |
|-----------------------|----------|----------|---|------------|-------------|-------------|------------|
|                       |          | 1        | 2 |            | Cost        | Cost        |            |
| CONTRACT CONSTRUCTION |          |          |   |            |             |             |            |
| EDCON CONSTRUCTION    | ✓        | ✓        | ✓ | 369,500.00 | 48,127.00   | 30,247.00   |            |
| MONROE CONSTRUCTION   |          |          |   |            |             |             |            |
| THOMPSON TURNER       |          |          |   |            |             |             |            |
| WEBER CONSTRUCTION    | ✓        | ✓        | ✓ | 406,259.00 | 52,000.00   | 31,000.00   |            |
|                       |          |          |   |            |             |             |            |
|                       |          |          |   |            |             |             |            |
|                       |          |          |   |            |             |             |            |
|                       |          |          |   |            |             |             |            |
|                       |          |          |   |            |             |             |            |
|                       |          |          |   |            |             |             |            |


Steve Kane  
Person opening the Bids

4/27/17  
Date

Steve Kane  
Signature

Person recording Bid  
Cora Alrayth

Date  
4/27/17

|   |   |                      |                     |
|---|---|----------------------|---------------------|
| <br>Of Lexington and Richland Counties | <b>District Five of<br/>Lexington and Richland<br/>Counties</b><br><br><b>Amendment # 2</b> | Solicitation #       | 2017-024            |
|   |   | Date Issued          | April 24, 2017      |
|   |   | Procurement Official | Lynda Robinson      |
|   |   | Phone                | (803) 476-8140      |
|   |   | E-Mail Address       | D5bids@lexrich5.org |

|             |   |
|-------------|---|
| DESCRIPTION | Black Box Theater Renovations at Chapin High School |
|-------------|---|

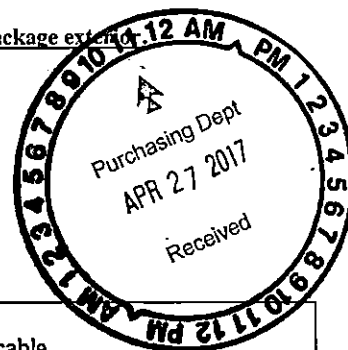
*The Term "Offer" Means Your "Bid" or "Proposal"*

|                                  |                           |
|----------------------------------|---------------------------|
| SUBMIT OFFER BY                  | 11:00AM on April 27, 2017 |
| QUESTIONS MUST BE RECEIVED BY    |                           |
| NUMBER OF COPIES TO BE SUBMITTED | 1                         |

Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO:

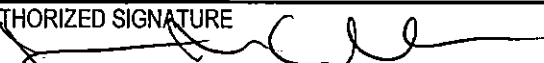
**District Five of Lexington and Richland Counties  
Purchasing Office  
1020 Dutch Fork Road  
Irmo, SC 29063**



|  |                          |
|--|--------------------------|
| CONFERENCE TYPE: None-Not Applicable<br>DATE & TIME: (EST)<br>As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions | LOCATION: Not Applicable |
|--|--------------------------|

|                    |   |
|--------------------|---|
| AWARD & AMENDMENTS | The award and any amendments will be posted at the following web address:<br><a href="http://www.lexrich5.org">www.lexrich5.org</a> |
|--------------------|---|

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

|   |                                 |  |
|---|---------------------------------|--|
| NAME OF OFFEROR (Full legal name of business submitting the offer)<br><b>Edcon Inc</b>  |                                 | OFFEROR'S TYPE OF ENTITY:<br>(Check one)<br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporation (tax-exempt)<br><input checked="" type="checkbox"/> Corporate entity (not tax-exempt)<br><input type="checkbox"/> Government entity (federal, state, or local)<br><input type="checkbox"/> Other _____<br>(See "Signing Your Offer" provision.) |
| AUTHORIZED SIGNATURE<br>   |                                 |  |
| TITLE <b>President</b> (Business title of person signing above)   |                                 |  |
| PRINTED NAME (Printed name of person signing above)<br><b>James M Edwards III</b>   | DATE SIGNED<br><b>5-27-2017</b> |  |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc. |                                 |  |
| STATE OF INCORPORATION<br><b>South Carolina</b><br>(If Offeror is a corporation, identify the state of Incorporation.)  |                                 | TAXPAYER IDENTIFICATION NO.<br><b>57-0869090</b>   |

COVER PAGE

PAGE TWO  
(Return Page Two with Your Offer)

|   |          |   |              |   |  |            |         |            |            |     |          |   |              |
|---|----------|---|--------------|---|--|------------|---------|------------|------------|-----|----------|---|--------------|
| <b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)<br><br><div style="font-size: 1.2em; font-family: cursive;">PO Box 100 - 4 Mulberry St<br/>Peak SC 29122</div> |          |   |              | <b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)<br><br><div style="font-size: 1.2em; font-family: cursive;">PO Box 100<br/>4 Mulberry St<br/>Peak SC 29122</div>  |  |            |         |            |            |     |          |   |              |
| <b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)<br><br><div style="font-size: 1.2em; font-family: cursive;">PO Box 100<br/>Peak SC 29122</div>   |          | <b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)<br><br><div style="font-size: 1.2em; font-family: cursive;">PO Box 100<br/>Peak SC 29122</div> |              | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Area Code:</td> <td style="width: 25%;">Number:</td> <td style="width: 15%;">Extension:</td> <td style="width: 45%;">Facsimile:</td> </tr> <tr> <td style="text-align: center;">803</td> <td style="text-align: center;">345-3791</td> <td style="text-align: center;">-</td> <td style="text-align: center;">803-345-1775</td> </tr> </table> |  | Area Code: | Number: | Extension: | Facsimile: | 803 | 345-3791 | - | 803-345-1775 |
| Area Code:  | Number:  | Extension:  | Facsimile:   |   |  |            |         |            |            |     |          |   |              |
| 803   | 345-3791 | -   | 803-345-1775 |   |  |            |         |            |            |     |          |   |              |
| <input checked="" type="checkbox"/> Payment Address same as Home Office Address<br><input type="checkbox"/> Payment Address same as Notice Address (check only one)   |          | E-Mail Address:<br><div style="font-size: 1.2em; font-family: cursive;">eddie@edconinc.com</div>  |              | Order E-Mail Address:<br><div style="font-size: 1.2em; font-family: cursive;">eddie@edconinc.com</div>  |  |            |         |            |            |     |          |   |              |
| <input checked="" type="checkbox"/> Order Address same as Home Office Address<br><input type="checkbox"/> Order Address same as Notice Address (check only one)   |          |   |              |   |  |            |         |            |            |     |          |   |              |

**ACKNOWLEDGMENT OF AMENDMENTS:** Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

| Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date | Amendment No. | Amendment Issue Date |
|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
| ONE           | 4/20/17              | TWO           | 4/24/17              |               |                      |               |                      |
|               |                      |               |                      |               |                      |               |                      |

|  |                               |                               |                               |                         |
|--|-------------------------------|-------------------------------|-------------------------------|-------------------------|
| <b>DISCOUNT FOR PROMPT PAYMENT</b><br><br><div style="font-size: 1.5em; font-family: cursive;">N/A</div> | 10 Calendar Days (%)<br>_____ | 20 Calendar Days (%)<br>_____ | 30 Calendar Days (%)<br>_____ | _____ Calendar Days (%) |
|--|-------------------------------|-------------------------------|-------------------------------|-------------------------|

**MINORITY PARTICIPATION**  
  
 Please answer the following question:  
  
 1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina?  
☐ Yes    ☒ No  
 If yes, provide certification number: \_\_\_\_\_.

\*\*\*\*REVISED BID SCHEDULE\*\*\*\*  
APRIL 20, 2017

VIII. BIDDING SCHEDULE

Base Bid Work

1. The base bid price includes all work required by an in strict accordance with the bid documents for this project, excluding the lump sum allowance, for the lump sum of:

Base Bid Work \$ 344,500

Lump Sum Allowance:

Allowance Number 1: Owner Directed Allowance: \$25,000.00

Total Base Bid Price

(Base Bid Work + Lump Sum Allowance – Basis of Award) \$ 369,500

Note: Bidders must provide pricing for any alternate listed in the bid schedule. Failure to provide pricing for any alternate listed, will result in your bid being deemed non-responsive.

Alternate Number One

1. Remove, repair and reinstall theater seats from the former Chapin Theater.

\$ 48,127

If Alternate Number One is accepted, N/A per addendum<sup>2</sup> calendar days should be added if required to the project schedule. (Bidder to enter the number of days).

Alternate Number Two

1. Furnish and install new theater seating.

\$ 30,247

If Alternate Number Two is accepted, N/A per addendum<sup>2</sup> calendar days should be added if required to the project schedule. (Bidder to enter the number of days).

Signature of Authorized Official:

Print name and Title:

James M Edwards III - President



\*\*\*\*REVISED ACKNOWLEDGEMENT OF AMENDMENT\*\*\*\*  
April 20, 2017

ACKNOWLEDGEMENT OF AMENDMENT

Project: Chapin High School Black Box Theater Renovations  
Owner: School District 5 of Lexington and Richland Counties  
1020 Dutch Fork Road  
Irmo, South Carolina 29063

The amount shown on the bid schedule, based on the above mentioned bid documents and the following additional addenda, (if any), issued subsequent to the basic bid documents. (List all Addenda with dates of any issued. If no additional addenda are issued, write the word "NONE".)

Addendum No.

Date

one  
two

4/20/17  
4/24/17

Subcontractor Information

Name of  
Subcontractor

License  
Number

Phone  
Number

Theatrical

Productions Unlimited

Electrical

Palmetto State Electric

Alternate Number One

JMA Office Solutions

Alternate Number Two

JMA Office Solutions

End of Amendment #1



# GREAT AMERICAN INSURANCE COMPANY

OHIO

## BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### CONTRACTOR:

(Name, legal status and address)

Edcon, Inc.  
PO Box 100  
Peak, SC 29122

### SURETY:

(Name, legal status and principal place of business):

Great American Insurance Company  
301 E. 4th Street  
Cincinnati, OH 45202

### OWNER:

(Name, legal status and address)

School District Five of Lexington and  
Richland Counties

BOND AMOUNT: \$ AN AMOUNT EQUAL TO FIVE PERCENT OF PRINCIPAL'S BID (5% OF BID)

### PROJECT:

(Name, location or address, and Project number, if any)


Black Box Renovations-Chapin High School

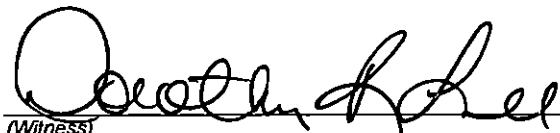
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of April, 2017.

  
(Witness)

  
(Witness)

Edcon, Inc.

(Principal)

(Title) James M. Edwards, III, President

GREAT AMERICAN INSURANCE COMPANY

(Surety)

(Attorney-in-Fact) Vonda A. Reitz

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FOUR

No. 0 20587

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name                   | Address                     | Limit of Power |
|------------------------|-----------------------------|----------------|
| BARR H. GARDNER, III   | COLUMBIA, SOUTH CAROLINA    | ALL            |
| VONDA A. RENTZ         | COLUMBIA, SOUTH CAROLINA    | UNLIMITED      |
| DOROTHY R. LEE         | COLUMBIA, SOUTH CAROLINA    |                |
| MARTHA-ANN-MARLEY LONG | MOORESVILLE, NORTH CAROLINA |                |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21ST day of JULY, 2015.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*  
Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 21ST day of JULY, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

25th day of April

2017



*Atty L C B*  
Assistant Secretary

ATTACHMENT A

MINORITY PARTICIPATION AFFIDAVIT

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

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

If so, please list the certifying governmental entity: N/A

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

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

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

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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>  
[04-4015-3]



OF LEXINGTON & RICHLAND COUNTIES

**INTENT TO AWARD**

**Bid Number:** 2017-024

**Description** Black Box Theater Renovations at Chapin High School

**Issue Date:** March 29, 2017

**Opening Date:** April 27, 2017 at 11:00 AM

**Date of Award:** May 9, 2017

**Effective Date of Award:** May 22, 2017 at 8:00 AM

**Award is Made to The Following:** Edcon Inc.  
P.O. Box 100  
4 Mulberry Street  
Peak, SC 29122

**Awarded Dollar Amount:** Lump Sum Base Bid \$369,500.00  
Alternate Number Two \$30,247.00

**Bidders desiring to exercise protest rights under Section 4210 of the District Procurement Code should direct all correspondence to:**

**Lynda Robinson, Coordinator of Purchasing  
School District Five of Lexington and Richland Counties  
1020 Dutch Fork Road  
Irmo, SC 29063  
Fax: 803-476-8140  
E-Mail: [ljrobins@lexrich5.org](mailto:ljrobins@lexrich5.org)**

Qualified  
Contractors



District Five  
OF LEXINGTON & RICHLAND COUNTIES


PRE-BID CONFERENCE  
BIDDER SIGN-IN-SHEET

PROJECT: Black Box Theater Renovations  
at Chapin High School Bid # 2017-024

Date & Time: April 6, 2017

| COMPANY NAME              | MAILING ADDRESS                   | E-MAIL ADDRESS               | TELEPHONE#         | REPRESENTATIVE.<br>PRESENT |
|---------------------------|-----------------------------------|------------------------------|--------------------|----------------------------|
|                           | 29002                             |                              |                    |                            |
| Ed con Weber Construction | P.O. Box 508 Ballentine           | mberndonweberco@bell         | 781 600.1.1et 0473 | Mike Herndon               |
| <del>Ed con</del>         | 4 Mulberry St Peak                | josh@edconinc.com            | 345-3791           | Josh Edwards               |
| AOS SPECIALTY CONTRACTORS | 1224 TWO NOTCH RD LEX, SC         | MIKE@AOSSC.ORG               | 798-6831           | MIKE SWEATT                |
| JHS                       | 1812 Lincoln ST. Ste 300 Columbia | cpage@jhsarchitects.com      | 252-2400           | Carey JUSE                 |
| JHS                       | " " " "                           | pbaumhart@jhs-architects.com |                    | Butch Baumhart             |
| SCOTT CARLIN (D5)         |                                   | scarlin@lexrich5.org         | (803) 476-8123     | <del>Scott Carlin</del>    |
|                           |                                   |                              |                    |                            |
|                           |                                   |                              |                    |                            |
|                           |                                   |                              |                    |                            |
|                           |                                   |                              |                    |                            |
|                           |                                   |                              |                    |                            |
|                           |                                   |                              |                    |                            |
|                           |                                   |                              |                    |                            |
|                           |                                   |                              |                    |                            |
|                           |                                   |                              |                    |                            |
|                           |                                   |                              |                    |                            |

District 5 Rep Stem C. Carlin Date: 4/6/17

|   |  |                      |                     |
|---|--|----------------------|---------------------|
| <br>Of Lexington and Richland Counties | <b>District Five of<br/>Lexington and Richland<br/>Counties</b><br><br><b>Invitation for Bid</b> | Solicitation #       | 2017-024            |
|   |  | Date Issued          | March 29, 2017      |
|   |  | Procurement Official | Lynda Robinson      |
|   |  | Phone                | (803) 476-8140      |
|   |  | E-Mail Address       | D5bids@lexrich5.org |

|             |   |
|-------------|---|
| DESCRIPTION | Black Box Theater Renovations at Chapin High School |
|-------------|---|

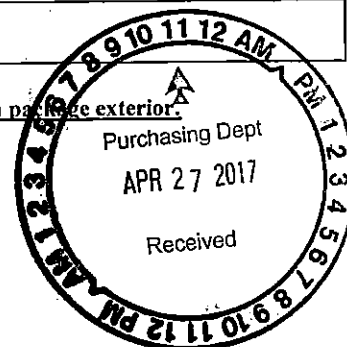
*The Term "Offer" Means Your "Bid" or "Proposal"*

|                                  |                            |
|----------------------------------|----------------------------|
| SUBMIT OFFER BY                  | 11:00 AM on April 25, 2017 |
| QUESTIONS MUST BE RECEIVED BY    | 12:00 PM on April 18, 2017 |
| NUMBER OF COPIES TO BE SUBMITTED | One (1)                    |

Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO:

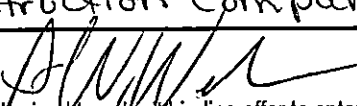
**District Five of Lexington and Richland Counties  
Purchasing Office  
1020 Dutch Fork Road  
Irmo, SC 29063**



|  |   |
|--|---|
| CONFERENCE TYPE: Pre-bid conference<br>DATE & TIME: April 6, 2017 at 2:00 PM (EST)<br>As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions | LOCATION: Annex Building at the District Office, 1020<br>Dutch Fork Road Irmo, SC 29063 |
|--|---|

|                    |   |
|--------------------|---|
| AWARD & AMENDMENTS | This solicitation, any amendments, and award will be posted at the following web address:<br><a href="http://www.lexrich5.org">www.lexrich5.org</a> |
|--------------------|---|

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

|   |                        |  |
|---|------------------------|--|
| NAME OF OFFEROR (Full legal name of business submitting the offer)<br>Weber Construction Company, Inc.  |                        | OFFEROR'S TYPE OF ENTITY:<br>(Check one)<br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporation (tax-exempt)<br><input checked="" type="checkbox"/> Corporate entity (not tax-exempt)<br><input type="checkbox"/> Government entity (federal, state, or local)<br><input type="checkbox"/> Other _____<br>(See "Signing Your Offer" provision.) |
| AUTHORIZED SIGNATURE <br>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)   |                        |  |
| TITLE (Business title of person signing above)<br>Owner/President   |                        |  |
| PRINTED NAME (Printed name of person signing above)<br>Douglas W. Weber   | DATE SIGNED<br>4-27-17 |  |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc. |                        |  |
| STATE OF INCORPORATION<br>South Carolina<br>(If Offeror is a corporation, identify the state of Incorporation.)   |                        | TAXPAYER IDENTIFICATION NO.<br>57-0973372  |

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PAGE TWO  
(Return Page Two with Your Offer)

|  |                      |                     |                               |  |                               |                         |                      |
|--|----------------------|---------------------|-------------------------------|--|-------------------------------|-------------------------|----------------------|
| <b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)<br><br>11134 Broad River Rd, Suite A<br>Irmo, SC 29063  |                      |                     |                               | <b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)<br><br>P.O. Box 508<br>Ballentine, SC 29002  |                               |                         |                      |
| Area Code:<br>803  |                      | Number:<br>781-0473 |                               | Extension:<br>781-0485   |                               | Facsimile:<br>781-0485  |                      |
| <b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)<br><br><br><input type="checkbox"/> Payment Address same as Home Office Address<br><input checked="" type="checkbox"/> Payment Address same as Notice Address (check only one)                                      |                      |                     |                               | <b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)<br><br><br>Order E-Mail Address:<br><br><input type="checkbox"/> Order Address same as Home Office Address<br><input checked="" type="checkbox"/> Order Address same as Notice Address (check only one) |                               |                         |                      |
| <b>ACKNOWLEDGMENT OF AMENDMENTS:</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.   |                      |                     |                               |  |                               |                         |                      |
| Amendment No.  | Amendment Issue Date | Amendment No.       | Amendment Issue Date          | Amendment No.  | Amendment Issue Date          | Amendment No.           | Amendment Issue Date |
| 1  | 4/20/17              | 2                   | 4/24/17                       |  |                               |                         |                      |
|  |                      |                     |                               |  |                               |                         |                      |
| DISCOUNT FOR PROMPT PAYMENT<br><br>N/A   |                      |                     | 10 Calendar Days (%)<br>_____ | 20 Calendar Days (%)<br>_____  | 30 Calendar Days (%)<br>_____ | _____ Calendar Days (%) |                      |
| <b>MINORITY PARTICIPATION</b>  |                      |                     |                               |  |                               |                         |                      |
| Please answer the following question:<br><br>1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes, provide certification number: _____. |                      |                     |                               |  |                               |                         |                      |



## ATTACHMENT A

### MINORITY PARTICIPATION AFFIDAVIT

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

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

If so, please list the certifying governmental entity: \_\_\_\_\_

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

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

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


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

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

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

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

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html>  
[04-4015-3]

|   |   |                      |                     |
|---|---|----------------------|---------------------|
| <br>Of Lexington and Richland Counties | <b>District Five of<br/>Lexington and Richland<br/>Counties</b><br><br><b>Amendment # 1</b> | Solicitation #       | 2017-024            |
|   |   | Date Issued          | April 20, 2017      |
|   |   | Procurement Official | Lynda Robinson      |
|   |   | Phone                | (803) 476-8140      |
|   |   | E-Mail Address       | DSbids@lexrich5.org |

|             |   |
|-------------|---|
| DESCRIPTION | Black Box Theater Renovations at Chapin High School |
|-------------|---|

*The Term "Offer" Means Your "Bid" or "Proposal"*

|                                  |                           |
|----------------------------------|---------------------------|
| SUBMIT OFFER BY                  | 11:00AM on April 27, 2017 |
| QUESTIONS MUST BE RECEIVED BY    |                           |
| NUMBER OF COPIES TO BE SUBMITTED | 1                         |

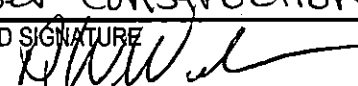
Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO:

**District Five of Lexington and Richland Counties**  
**Purchasing Office**  
**1020 Dutch Fork Road**  
**Irmo, SC 29063**

|  |                          |
|--|--------------------------|
| CONFERENCE TYPE: None-Not Applicable<br>DATE & TIME: (EST)<br>As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions | LOCATION: Not Applicable |
|--|--------------------------|

|                    |   |
|--------------------|---|
| AWARD & AMENDMENTS | The award and any amendments will be posted at the following web address:<br><a href="http://www.lexrich5.org">www.lexrich5.org</a> |
|--------------------|---|

|   |  |
|---|--|
| You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.  |  |
| NAME OF OFFEROR (Full legal name of business submitting the offer)<br><b>Weber Construction Company, Inc.</b>   | OFFEROR'S TYPE OF ENTITY:<br>(Check one)<br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporation (tax-exempt)<br><input checked="" type="checkbox"/> Corporate entity (not tax-exempt)<br><input type="checkbox"/> Government entity (federal, state, or local)<br><input type="checkbox"/> Other _____<br>(See "Signing Your Offer" provision.) |
| AUTHORIZED SIGNATURE<br><br>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)  |  |
| TITLE (Business title of person signing above)<br><b>Owner/President</b>  |  |
| PRINTED NAME (Printed name of person signing above)<br><b>Douglas W. Weber</b>  |  |
| DATE SIGNED<br><b>4-27-17</b>   |  |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc. |  |
| STATE OF INCORPORATION<br><b>South Carolina</b><br>(If Offeror is a corporation, identify the state of Incorporation.)  | TAXPAYER IDENTIFICATION NO.<br><b>57-0973372</b>   |

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PAGE TWO  
(Return Page Two with Your Offer)

|  |                      |   |  |  |  |  |                      |
|--|----------------------|---|--|--|--|--|----------------------|
| <b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)<br><br><div style="font-size: 1.2em; font-family: cursive;">11134 Broad River Road<br/>Suite A<br/><br/>Irmo, SC 29063</div>  |                      |   |  | <b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)<br><br><div style="font-size: 1.2em; font-family: cursive;">P.O. Box 508<br/>Ballentine, SC 29002</div>            |  |  |                      |
| Area Code: <div style="font-size: 1.2em; font-family: cursive;">803</div>  |                      | Number: <div style="font-size: 1.2em; font-family: cursive;">781-0473</div> |  | Extension: <div style="font-size: 1.2em; font-family: cursive;">781-0485</div>   |  | Facsimile: <div style="font-size: 1.2em; font-family: cursive;">781-0485</div> |                      |
| E-Mail Address: <div style="font-size: 1.2em; font-family: cursive;">tcoxweberco@bellsouth.net</div>   |                      |   |  |  |  |  |                      |
| <b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)<br><br><div style="font-size: 0.8em;"> <input type="checkbox"/> Payment Address same as Home Office Address<br/> <input checked="" type="checkbox"/> Payment Address same as Notice Address (check only one)                 </div> |                      |   |  | <b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)<br><br>   |  |  |                      |
| Order E-Mail Address:  |                      |   |  | <div style="font-size: 0.8em;"> <input type="checkbox"/> Order Address same as Home Office Address<br/> <input checked="" type="checkbox"/> Order Address same as Notice Address (check only one)                 </div> |  |  |                      |
| <b>ACKNOWLEDGMENT OF AMENDMENTS:</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.   |                      |   |  |  |  |  |                      |
| Amendment No.  | Amendment Issue Date | Amendment No.   | Amendment Issue Date   | Amendment No.  | Amendment Issue Date   | Amendment No.  | Amendment Issue Date |
| 1  | 4/20/17              | 2   | 4/24/17  |  |  |  |                      |
|  |                      |   |  |  |  |  |                      |
| <b>DISCOUNT FOR PROMPT PAYMENT</b><br><br><div style="font-size: 1.5em; font-family: cursive;">N/A</div>   |                      |   | 10 Calendar Days (%)<br><div style="font-size: 1.2em; font-family: cursive;">—</div> | 20 Calendar Days (%)<br><div style="font-size: 1.2em; font-family: cursive;">—</div>   | 30 Calendar Days (%)<br><div style="font-size: 1.2em; font-family: cursive;">—</div> | _____ Calendar Days (%)  |                      |
| <b>MINORITY PARTICIPATION</b>  |                      |   |  |  |  |  |                      |
| Please answer the following question:  |                      |   |  |  |  |  |                      |
| 1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina?<br><div style="font-size: 0.8em;"> <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No                 </div> If yes, provide certification number: _____.       |                      |   |  |  |  |  |                      |

**\*\*\*\*REVISED BID SCHEDULE\*\*\*\***  
**APRIL 20, 2017**

**VIII. BIDDING SCHEDULE**

**Base Bid Work**

1. The base bid price includes all work required by an in strict accordance with the bid documents for this project, excluding the lump sum allowance, for the lump sum of:

Base Bid Work \$ 381,259.00

**Lump Sum Allowance:**

Allowance Number 1: Owner Directed Allowance: \$25,000.00

**Total Base Bid Price**

**(Base Bid Work + Lump Sum Allowance – Basis of Award) \$ 406,259.00**

**Note: Bidders must provide pricing for any alternate listed in the bid schedule. Failure to provide pricing for any alternate listed, will result in your bid being deemed non-responsive.**

**Alternate Number One**

1. Remove, repair and reinstall theater seats from the former Chapin Theater.

\$ 52,000.00

If Alternate Number One is accepted, 30 calendar days should be added if required to the project schedule. (Bidder to enter the number of days).

**Alternate Number Two**

1. Furnish and install new theater seating.

\$ 31,000.00

If Alternate Number Two is accepted, 30 calendar days should be added if required to the project schedule. (Bidder to enter the number of days).

Signature of Authorized Official: 

Print name and Title: Douglas W. Weber, Owner/president

\*\*\*\*REVISED ACKNOWLEDGEMENT OF AMENDMENT\*\*\*\*  
April 20, 2017

ACKNOWLEDGEMENT OF AMENDMENT

Project: Chapin High School Black Box Theater Renovations  
Owner: School District 5 of Lexington and Richland Counties  
1020 Dutch Fork Road  
Irmo, South Carolina 29063


The amount shown on the bid schedule, based on the above mentioned bid documents and the following additional addenda, (if any), issued subsequent to the basic bid documents. (List all Addenda with dates of any issued. If no additional addenda are issued, write the word "NONE".)

| <u>Addendum No.</u> | <u>Date</u>    |
|---------------------|----------------|
| <u>1</u>            | <u>4/20/17</u> |
| <u>2</u>            | <u>4/24/17</u> |
| <u> </u>            | <u> </u>       |

Subcontractor Information

| <u>Name of Subcontractor</u>     | <u>License Number</u> | <u>Phone Number</u> |
|----------------------------------|-----------------------|---------------------|
| <b>Theatrical</b>                |                       |                     |
| <u>Productions Unlimited Inc</u> |                       | <u>864-675-6146</u> |
| <b>Electrical</b>                |                       |                     |
| <u>H.R. Allen Inc</u>            | <u>M-108812</u>       | <u>803-796-7069</u> |
| <b>Alternate Number One</b>      |                       |                     |
| <u>JMA Office Solutions</u>      |                       | <u>770-757-3616</u> |
| <b>Alternate Number Two</b>      |                       |                     |
| <u>JMA Office Solutions</u>      |                       | <u>770-757-3616</u> |

End of Amendment #1

|   |   |                      |                     |
|---|---|----------------------|---------------------|
| <br>Of Lexington and Richland Counties | <b>District Five of<br/>Lexington and Richland<br/>Counties</b><br><br><b>Amendment # 2</b> | Solicitation #       | 2017-024            |
|   |   | Date Issued          | April 24, 2017      |
|   |   | Procurement Official | Lynda Robinson      |
|   |   | Phone                | (803) 476-8140      |
|   |   | E-Mail Address       | D5bids@lexrich5.org |

|             |   |
|-------------|---|
| DESCRIPTION | Black Box Theater Renovations at Chapin High School |
|-------------|---|

*The Term "Offer" Means Your "Bid" or "Proposal"*

|                                  |                           |
|----------------------------------|---------------------------|
| SUBMIT OFFER BY                  | 11:00AM on April 27, 2017 |
| QUESTIONS MUST BE RECEIVED BY    |                           |
| NUMBER OF COPIES TO BE SUBMITTED | 1                         |

Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO:

**District Five of Lexington and Richland Counties  
Purchasing Office  
1020 Dutch Fork Road  
Irmo, SC 29063**

|  |                          |
|--|--------------------------|
| CONFERENCE TYPE: None-Not Applicable<br>DATE & TIME: (EST)<br>As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions | LOCATION: Not Applicable |
|--|--------------------------|

|                    |   |
|--------------------|---|
| AWARD & AMENDMENTS | The award and any amendments will be posted at the following web address:<br><a href="http://www.lexrich5.org">www.lexrich5.org</a> |
|--------------------|---|

|   |  |
|---|--|
| You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.  |  |
| NAME OF OFFEROR (Full legal name of business submitting the offer)<br><b>Neber Construction Company, Inc.</b>   | OFFEROR'S TYPE OF ENTITY:<br>(Check one)<br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Corporation (tax-exempt)<br><input checked="" type="checkbox"/> Corporate entity (not tax-exempt)<br><input type="checkbox"/> Government entity (federal, state, or local)<br><input type="checkbox"/> Other _____<br>(See "Signing Your Offer" provision.) |
| AUTHORIZED SIGNATURE<br><br>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)  |  |
| TITLE (Business title of person signing above)<br><b>Owner / President</b>  |  |
| PRINTED NAME (Printed name of person signing above)<br><b>Douglas W. Weber</b>  |  |
| DATE SIGNED<br><b>4-27-15</b>   |  |
| Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc. |  |
| STATE OF INCORPORATION<br><b>South Carolina</b><br>(If Offeror is a corporation, identify the state of Incorporation.)  | TAXPAYER IDENTIFICATION NO.<br><b>57-0973372</b>   |

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| <b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)<br><br><div style="font-size: 1.2em; font-family: cursive;">11134 Broad River Rd Suite A<br/>Irmo, SC 29063</div>  |                      |  |  | <b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)<br><br><div style="font-size: 1.2em; font-family: cursive;">P.O. Box 508<br/>Ballentine, SC 29002</div> |  |               |                      |
| <div style="display: flex; justify-content: space-between;"> <div>Area Code:<br/><div style="font-size: 1.2em; font-family: cursive;">803</div></div> <div>Number:<br/><div style="font-size: 1.2em; font-family: cursive;">781-0473</div></div> <div>Extension:<br/><div style="font-size: 1.2em; font-family: cursive;">781-0485</div></div> <div>Facsimile:<br/><div style="font-size: 1.2em; font-family: cursive;">781-0485</div></div> </div> |                      |  |  |   |  |               |                      |
| E-Mail Address:<br><div style="font-size: 1.2em; font-family: cursive;">tcoxweberco@bellsouth.net</div>   |                      |  |  |   |  |               |                      |
| <b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)<br><br><div style="font-size: 0.8em;"> <input type="checkbox"/> Payment Address same as Home Office Address<br/> <input checked="" type="checkbox"/> Payment Address same as Notice Address (check only one) </div>  |                      |  |  | <b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)<br><br>  |  |               |                      |
|   |                      |  |  | Order E-Mail Address:<br><br>   |  |               |                      |
|   |                      |  |  | <div style="font-size: 0.8em;"> <input type="checkbox"/> Order Address same as Home Office Address<br/> <input checked="" type="checkbox"/> Order Address same as Notice Address (check only one) </div>      |  |               |                      |
| <b>ACKNOWLEDGMENT OF AMENDMENTS:</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.  |                      |  |  |   |  |               |                      |
| Amendment No.   | Amendment Issue Date | Amendment No.  | Amendment Issue Date   | Amendment No.   | Amendment Issue Date   | Amendment No. | Amendment Issue Date |
| 1   | 4/20/17              | 2  | 4/24/17  |   |  |               |                      |
|   |                      |  |  |   |  |               |                      |
| <b>DISCOUNT FOR PROMPT PAYMENT</b><br><br><div style="font-size: 1.5em; font-family: cursive;">N/A</div>  |                      | 10 Calendar Days (%)<br><div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div> | 20 Calendar Days (%)<br><div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div> | 30 Calendar Days (%)<br><div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>  | Calendar Days (%)<br><div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> |               |                      |
| <b>MINORITY PARTICIPATION</b>   |                      |  |  |   |  |               |                      |
| Please answer the following question:   |                      |  |  |   |  |               |                      |
| 1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina?<br><div style="font-size: 0.8em;"> <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No </div>   |                      |  |  |   |  |               |                      |
| If yes, provide certification number: _____   |                      |  |  |   |  |               |                      |

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Weber Construction Company, Inc.

P.O. Box 508

Ballentine, SC 29002

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

Construction Services, Travelers Bond  
& Financial Products, One Tower Square

Hartford, CT 06183-9062

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

District 5 of Lexington and Richland Counties

1020 Dutch Fork Rd.

Irmo, SC 29063

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)


Black Box Theater Renovations at Chapin High School

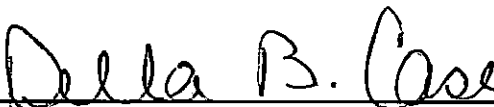
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of April, 2017.

  
(Witness)

  
(Witness)

Weber Construction Company, Inc.

(Principal)

By:   
(Title)

Travelers Casualty and Surety Company of America

(Surety)

By:   
(Title) Duainette H. Cullum, Attorney-in-Fact





## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No.

224572

Certificate No. 007053030

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Frank W. Hafner Jr., Wesley V. Dasher Jr., Robert J. Lavisky, Della B. Case, Duainette H. Cullum, Marian C. Newman, Adrian C. Burchett, Lori L. Jacobs, and Kyleigh C. Trybus

of the City of Columbia, State of South Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of November, 2016.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 28th day of November, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2021.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of April, 2017

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.