



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: October 9, 2023

ID Number: 2898

Title: McCelvey Center Auditorium Structural Repairs

Due Date/Time: November 16, 2023 at 11:00 a.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center
Building Room 3401
6 S. Congress St., York, SC 29745

Mandatory Pre-Submittal Conference:

McCelvey Center
212 E Jefferson Street
York, SC 29745
October 26, 2023 at 10:00 a.m.

Point of Contact: Teria G. Sheffield, Procurement Director

Documents available: Construction contract documents will be made available digitally via request submitted to Historic Brattonsville's Assistant Site Director at jmester@chmuseums.org.

Questions Deadline: no later than November 8, 2023 at 4:00 p.m.

Tentative Date of Council Meeting for Approval: December 18, 2023

OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW.

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this solicitation document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

COMPANY TELEPHONE NUMBER

COMPANY ADDRESS

COMPANY FAX # (IF APPLICABLE)

CITY, STATE, ZIP+4

EMAIL ADDRESS

AUTHORIZED SIGNATURE

FEDERAL ID #

PRINT NAME

DATE

Minority Status:

- _____ Not Minority Owned
- _____ African American Male
- _____ Caucasian Female
- _____ African American Female
- _____ Aleut
- _____ Eskimo
- _____ East Indian
- _____ Hispanic American
- _____ Native American
- _____ Asian
- _____ Other (Please Explain)

REQUEST FOR PROPOSALS

MCCELVEY CENTER AUDITORIUM STRUCTURAL REPAIRS

1.0 INTENT

1.1 York County and Culture & Heritage Museums of York County are soliciting sealed proposals from qualified construction firms to complete the structural repairs and related-preservation activities at the McCelvey Center (212 East Jefferson Street, York, SC 29745).

1.2 York County and Culture & Heritage Museums are seeking responses only from contractors, and its sub-contractors and principal building trades personnel, with a minimum of five (5) years of experience working on similar projects involving historic buildings.

1.3 Responses to this Request for Proposals (hereafter, RFP) will be used to determine the relative qualifications of various contracting firms to perform the scope of work and tasks specified in the McCelvey Center Structural Repair construction documents. The Culture & Heritage Museums (hereafter, CHM) is seeking a proposing team with a minimum of five years of demonstrated expertise that meets the requirements of this RFP. It is anticipated that an agreement for services will be negotiated and executed between CHM, York County (hereafter, County), and the firm who is determined to best meet the requirements of the project. All firms with an interest in working with York County are encouraged to review the County's website (www.yorkcountygov.com) for additional information.

2.0 GENERAL TERMS AND CONDITIONS

2.1 This request contains, in general terms, the overall objectives of County and in obtaining the professional services indicated herein. While an attempt is made to describe the general expectations of the County and the anticipated work to be performed, the County and the successful firm may need to define a more specific scope of work as part of a negotiation process. If it becomes necessary to revise any part of this request, written amendments will be provided in an addendum form to all potential proposing firms. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of proposals will be given consideration unless an earlier date is specified on the cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website (www.yorkcountygov.com) and will be mailed or sent by available means to all known prospective Offerors prior to the established RFP opening date. Each Offeror shall acknowledge receipt of such addenda in the space provided in the RFP document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the proposal will constitute acknowledgement of the receipt of same. Questions received less than five (5) days prior to the date for opening of proposals unless an earlier date is specified on the cover page may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.2 Each Offeror providing a response for consideration by CHM and York County is responsible for obtaining information on the conditions and restrictions involved in meeting the obligations and providing the services as set forth in this RFP. The failure or omission of an Offeror to obtain adequate information will in no way relieve the Offeror of any obligation with respect to this RFP or to an associated contract.

2.3 York County reserves the right to retain all proposals submitted. Submission of proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between York County, CHM, and the Offeror selected.

2.4 In submitting a properly signed Proposal, the firm accepts all of the terms and conditions contained in this request. Submitted Proposals shall remain open and if applicable, prices quoted shall be honored for a minimum of ninety (90) days after the day of the RFP opening.

2.5 There is no expressed or implied obligation for York County, or its agents to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

2.6 The successful firm shall have the full and sole responsibility for performing all services as finally agreed upon and accepted by the CHM and York County. In the event the Offeror fails to deliver /or perform any proposed services within the specified schedule, the County reserves the right to cancel the Contract and secure other means of providing and deduct all costs thereof from any payment due the firm.

2.7 CHAIN OF COMMUNICATION: To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

2.8 PROHIBITION OF DONATIONS AND GRATUITIES: Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Offeror, or any person, firm, or corporation employed by the Offeror in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

3.0 BACKGROUND INFORMATION

3.1 CHM is a family of museums in York County, SC, which includes Historic Brattonville, McCelvey Center, Museum of York County, and Main Street (Rock Hill) Children's Museum. CHM strives to create a community that greatly values natural, historic, and cultural resources by communicating and preserving the histories of the Carolina Piedmont through its sites. CHM is managed by the Culture & Heritage Commission of York County and its sites are owned by the County. For more information on CHM visit www.chmuseums.org.

3.2 The McCelvey Center has served the people of York since opening its doors in 1902 as the York Graded School. The 1902 school building quickly became undersized as York's population grew. In 1922, the building was remodeled and incorporated as the west wing of the current building known as the McCelvey Center. This expansion included the construction of 500-seat auditorium, noted for its remarkable acoustics. Before integration, this single school building educated all white students in the City of York from elementary to high school. From 1950 until its closure in 1987, the building served as

a public elementary school. Currently, the Culture & Heritage Museums (CHM) uses the auditorium as a performing arts venue with the former classrooms serving as museum collections storage and spaces for community events and meetings. The McCelvey Center was listed on the National Register of Historic Places, as the York Graded School, in 2023.

3.3 In April 2021, CHM observed movement in the timber roof framing over the auditorium. Bennett Preservation Engineering (BPE) completed an assessment and determined that the 60-foot timber truss over the stage had broken due to being overstressed. The other four clear-span trusses over the house section of the auditorium also show evidence of being overstressed and in danger of failure. This structural movement has caused the tops of the exterior masonry walls to bulge out as much as 10-inches in some areas. The failure of the truss over the stage, the potential for eventual failure of the other four trusses, and the bulging of exterior walls puts the auditorium at risk of collapse. Some emergency shoring has been installed below the failing stage truss and access has been restricted in the affected area. Today, the McCelvey Center and its auditorium are closed to the public due to these life safety threats.

3.4 The work outlined in this RFP is focused on the structural repairs and related-preservation activities to resume use of the McCelvey Center. The stabilization of the auditorium will allow CHM to resume its annual concerts, known as the Southern Sound Series, featuring southern musicians, while also increasing the auditoriums use through expanded performing art offerings.

4.0 SCOPE OF WORK

4.1 The successful firm shall provide the services, materials, equipment, and personnel required to complete the structural stabilization of the McCelvey Center's auditorium. The work to be performed by the contractor includes, but is not limited to:

- A.** Protection and repair of finishes in the auditorium and through any access to the auditorium. Catalog, remove, and store theater seating as required for the work. Note: storage for seating is available onsite.
- B.** Shoring of five trusses per shoring drawings included in contract documents. Contractor is required to hire a bracing and shoring engineer to design all scaffolding, bracing, and shoring for this project. Design calculations and working drawings of all proposed shoring of the structure shall be prepared, stamped, and signed by a PE registered in South Carolina. The bracing and shoring engineer must observe the installed shoring and certify that it meets his or her approval prior to any modification of the structure. Note: shoring under Truss 1 (stage truss) is already in place. The Contractor may assume responsibility for shoring currently in place or may remove it at their expense and install new shoring.
- C.** Installation of a work platform at the top of the shoring for the five trusses.
- D.** Removal and reconstruction of millwork from beneath the trusses. Removal in "house" section of auditorium will be limited. Full removal of millwork below Truss 1 (stage truss).
- E.** Lifting of all five trusses.
- F.** Installation of plywood diaphragm on the attic floor above the stage.
- G.** Installation of temporary LVL box beams and through rods under the new diaphragm, for use as anchorage points for tying of the masonry walls surrounding the stage.

- H. Pulling back in of the east, south, and west exterior brick masonry walls surrounding the stage and securing of those walls.
- I. Strengthening of masonry walls with steel vertical members (HSS) at the stage.
- J. Installation of LVL sisters on each side of each truss as indicated on the drawings. Note: the bottom chord LVLs of the stage truss must be continuous from one end to the other.
- K. Installation of steel plates at connections on the trusses as indicated on the drawings.
- L. Reinstallation of millwork under trusses and repair to any finish damage on the millwork.
- M. Removal of all temporary work and repair of all finishes within the auditorium and the stage area.
- N. Limited repointing on the exterior stage walls.
- O. Interior repainting of the auditorium and stage area including ceiling of auditorium.
- P. Reinstallation of any equipment and furnishings removed for the construction work. This includes stage lighting that will need to be returned to working order.
- Q. Final cleaning of work and laydown areas, as well as the stage and house sections of the auditorium.

5.0 CONSTRUCTION CONTRACT DOCUMENTS

5.1 Construction contract documents will be made available digitally via request submitted to Historic Brattonsville's Assistant Site Director at jmester@chmuseums.org.

5.2 York County will coordinate with the successful Offeror and will subsequently approve the format for final contract documents at the County's discretion. American Institute of Architects (AIA) contracts will not be considered. A draft agreement is included below. The final contract will be negotiated with the successful Offeror following selection via this RFP.

5.3 PERFORMANCE AND PAYMENT BONDS: Simultaneously with his delivery of the executed Contract to the OWNER, an Offeror to whom a Contract has been awarded must deliver to the OWNER executed Performance and Indemnity and Payment Bonds on the prescribed forms each in an amount equal to one hundred percent (100%) of the total amount of the Contract Amount, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Indemnity and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of South Carolina and with a resident agent in the County in which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Indemnity and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.

5.3.1 The Performance and Indemnity and Payment Bonds shall remain in force for one (1) year from the date of final payment of the Work as a protection to the OWNER against losses resulting from latent defects in materials or improper performance of work under the Contract, which may appear or be discovered during that period.

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STATE OF SOUTH CAROLINA
COUNTY OF YORK

KNOW ALL MEN BY THESE PRESENTS that _____ as
Principal, hereinafter called CONTRACTOR, and _____ as
Surety, hereinafter called Surety, are held and firmly bound unto the York County Government, as Obligee,
hereinafter called OWNER, in the amount of _____ Dollars
(\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 20__, entered into a
Contract with OWNER for:

McCelvey Center Auditorium Structural Repairs

in accordance with Drawings and Specifications prepared for the Culture & Heritage Museums of York County,
by Bennett Preservation Engineering, PC which Contract is by reference made a part hereof and is hereinafter
referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall
promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise,
this Bond shall remain in full force and effect, subject to the following terms and conditions:

- A. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly
or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said
Contract.
- B. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90)
days after performance of the labor or after complete delivery of materials and supplies by such claimant,
may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or
sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for
the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
 1. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45)
days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the
Principal with a notice that he intends to look to this bond for protection.
 2. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90)
days after such claimant's performance of the labor or complete delivery of materials and supplies,
deliver to the Principal written notice of the performance of such labor or delivery of such material and
supplies and the nonpayment therefore.
 3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the
materials and supplies; it being understood, however, that if any limitation embodied in this Bond is
prohibited by any law controlling the construction hereof such limitations shall be deemed to be
amended so as to be equal to the minimum period of limitation permitted by such law.
 4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision
of the state in which the project, or any part thereof, is situated, or in the United States District Court
for the district in which the project, or any part thereof, is situated, and not elsewhere.

PAYMENT BOND

- D. The Principal and the Surety jointly and severally, shall repay the OWNER any sum which the OWNER may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
- F. The Surety represents and warrants to the Owner that they have a minimum Best's Key Rating Guide General Policyholder's rating of "A –" and Financial Category of "Class VIII".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 20____, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:
 (If Sole Ownership or Partnership, two (2) Witnesses required).
 (If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

WITNESSES:

 Signature of Authorized Officer (Affix Seal)

 Title

 Business Address

 City State

WITNESS:

SURETY:

 Corporate Surety

 Attorney-in-Fact (Affix Seal)

 Business Address

 City State

 Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Corporate
Seal

Secretary

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the _____.

Subscribed and sworn to before me this _____ day of _____, 20____, A.D.

(Attach Power of Attorney)

Notary Public
State of South Carolina-at-Large

My Commission Expires: _____

PAYMENT BOND

6.0 QUALITY ASSURANCE

6.1 HISTORIC SIGNIFICANCE: The McCelvey Center is listed on the National Register of Historic Places. This designation honors historic structures and districts of significance to the United States. Care shall be taken to protect the buildings and property from damage during the work of the project. All work shall be undertaken to protect, retain, and preserve existing materials and character-defining features.

6.2 CONTRACTOR QUALIFICATIONS: All work shall be performed by skilled contractors and sub-contractors having not less than five (5) years satisfactory experience in comparable historic preservation/restoration operations including work on at least five (5) projects similar in scale and scope to this project. Experience working on historic preservation projects is preferred.

7.0 HISTORIC SITE REQUIREMENTS

7.1 Contractors will have access to the McCelvey Center via gravel driveway and parking lot to the east and south of the McCelvey Center building. Contractors and sub-contractors should not use asphalt parking lot located between the McCelvey Center and the Historical Center of York County, to minimize impact on the daily operation of the Historical Center. Storage and laydown areas should be within the immediate proximity of the McCelvey Center and inside the secured construction fencing with privacy screen (scrim) put up by the Contractor for the duration of the project. Deliveries on roll-backs or other large trucks and trailers will require smaller equipment to off-load as larger trucks will only have access to the hardpack of the gravel driveway and parking lot to the east and south of the McCelvey Center.

8.0 SUBMITTAL REQUIREMENTS:

OFFERORS MAY CHOOSE TO SUBMIT PROPOSAL RESPONSE IN ELECTRONIC FORM OR VIA HAND DELIVERY/COURIER SERVICE. ONLY ONE PROPOSAL WILL BE ACCEPTED.

- A.** Offerors must comply with all provisions of York County and South Carolina law pertaining to licensing as contractors and/or subcontractors.
- B.** Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.
- C.** Submission must contain the following information:
 - i. a description of the legal status of the firm (i.e. sole proprietorship, partnership, limited partnership, joint venture or corporation) and state of residency or incorporation;
 - ii. an organizational chart that identifies the project manager, project superintendent, tradespeople and sub-contractors. The organizational chart must clearly define the respective roles and responsibilities of the prime contractor and their sub-contractors;
 - iii. capsule descriptions of five (5) similar historic preservation projects that involve the same range of preservation activities and building materials as the McCelvey Center Structural Repairs—each capsule description should include an abbreviated work schedule, partnerships, sub-contractors, disciplines, and staff participation percentages;
 - iv. proposed construction schedule;

- v. a statement indicating whether or not the firm carries insurance in the following categories and the principal amount of all coverages maintained (Refer to General Requirements in Section 13.6.2 of this RFP for Insurance Requirements):
 - (a) Commercial General Liability,
 - (b) Employers Liability,
 - (c) Professional Liability,
 - (d) Automobile Liability,
 - (e) Workers' Compensation; and
- vi. a signed Submittal Form, Non-Collusive Certification, Acknowledgement of Addenda, and Certification Regarding Immigration Reform & Control

D. Cost proposal must be submitted in one (1) separately sealed envelope that is clearly marked "Cost Proposal." Do not include Cost Proposals with signed original or copies of Proposal. COST PROPOSAL (one copy submitted as a separate PDF): Each Offeror must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the rates that will be billed to the County with any addition of overhead, administrative costs or price increases applied.

i. Offerors shall present cost proposal that includes the following items:

(a) a fee proposal for the entire scope of work, as described in this RFP, Construction Contract Documents, and Project Manual; and

(b) a unit price schedule, as detailed in Section 10.2 of this RFP.

E. Format of submission:

- i. white paper, 8.5 by 11.0 inch, portrait orientation, single-sided printing for text and small graphics;
- ii. white paper, 11.0 by 17.0 inches, landscape orientation, single-sided printing, z-fold;
- iii. 11- or 12-point type of any standard publishing font is required for text; slightly smaller size, 9- or 10- point type, is encouraged for footnotes and illustration;
- iv. margins set at 1.5 inches on the left (binding) edge with all other edges set at 1 inch;
- v. page numbered sequentially: 1, 2,... for the body of the submission; A1, A2,... for Appendix A, similar for B, et cetera; and,
- vi. photographs, images, and chart/graphics: landscape format (top edge of graphic to binding edge) or portrait format.

8.1 ELECTRONIC SUBMITTALS: Electronic submittals shall be uploaded in PDF format via the GetAll online portal which can be accessed via <https://www.yorkcountygov.com/217/Procurement> under the Active Bids link. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email

confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at support@getall.com to confirm submittal was successful. Proposals received after specified time and date will be considered as non responsive and will be rejected accordingly. Faxed information is not acceptable.

8.2 The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

8.3 For step by step instructions on how to submit a response, select Help and then Quick Reference in the GetAll portal.

8.4 Proposals must include all requested information. Failure to respond to any requested item may cause a Proposal to be deemed non responsive.

8.5 INQUIRIES: General questions about this solicitation should be submitted through the [GetAll portal](#), by selecting the questions icon in the corresponding Q&A column.

8.6 IN PERSON/COURIER DELIVERED SUBMITTALS: Proposals must be received at the location given below no later than the deadline on page 1 of this document. Information must be received at the York County Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such, and four (4) copies and one (1) electronic version (USB) of the firm's Qualifications and Proposal (include cost proposal). Faxed information is not acceptable. Proposals received after specified time and date will be rejected as non-responsive.

8.7 SUBMITTING REDACTED OFFERS: Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If your offer includes information marked as Confidential, "Trade Secret," or "Protected", you must also submit one complete paper copy and include a digital copy in PDF format, of your offer from which you have removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to your original offer, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking your entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40.

9.0 EVALUATION / AWARD CRITERIA

9.1 A selection committee will evaluate all proposals and organize a short list of firms for further consideration. York County and CHM reserves the right to invite short-listed firms to make a presentation to the selection committee as deemed necessary. The criteria will be scored based upon the information provided below:

- A.** Contractor Qualifications 40%
- B.** Cost Proposal 30%
- C.** Proposed Schedule 20%
- D.** Familiarity with Best Practices in Historic Preservation 10%

9.2 The following information must be tabbed to identify the required information. Failure to submit

this information will render your Proposal non-responsive.

- A. CONTRACTOR QUALIFICATIONS:** Provide qualifications as detailed in Sections 6.2 and 8.0.E of this RFP.
- B. PROPOSED SCHEDULE:** Provide a schedule for completing the tasks as specified in the scope of work (Refer to Section 4.0 of this RFP) and detailed in the construction documents. This schedule must include a corresponding schedule for completion of each task individually.
- C. FAMILIARITY WITH BEST PRACTICES IN HISTORIC PRESERVATION:** Provide detailed information related to previous experience in providing similar services for historic structures and application of best practices in historic preservation (Refer to Sections 6.2 and 8.0.E of this RFP).

9.3 The evaluation may include discussions with all or a number of firms providing responses. The County reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information.

9.4 York County and CHM reserves the right to accept and/or reject any and all proposals received as a result of this Request, and to negotiate with any and all qualified Offerors. An award resulting from this Request shall be made to the responsive and responsible Offeror whose proposal is determined to be in the best interest of York County and CHM, taking into consideration the cost and evaluation factors as set forth herein. York County and CHM will be the sole judge as to whether a proposal has satisfactorily met the requirements of this Request for Proposals.

9.5 York County representatives (selection committee) will evaluate individual proposals. Any Offeror determined to be technically unqualified, or whose proposal is deemed unresponsive, will not receive further consideration. Any Offeror who has demonstrated poor performance during either a current or a previous agreement with York County may be considered as an unqualified source, and therefore the proposal may be rejected. York County and CHM reserves the right to exercise this option as is deemed proper or necessary.

9.6 The selection committee will make a recommendation to the York County Council for approval and award.

9.7 After award and development of a contract, it is anticipated that the successful firm and the County will work together to develop a more detailed scope of work including specific project goals and schedule milestones.

9.8 PROTEST PROCEDURES: Any prospective bidder, offeror, contractor or subcontractor aggrieved in connection with the solicitation of a contract shall protest to the Procurement Director within seven days, but not thereafter, of the date of issuance of the invitation for bids, request for proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract shall protest to the appropriate Procurement Officer within seven days, but not thereafter, of the date notification of award is posted. A protest shall be in writing, submitted to the Procurement Director, and 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 within the time provided.

10.0 COST PROPOSAL

10.1 COST PROPOSAL: The Offeror must submit one clearly marked detailed cost proposal in a separate PDF with submission of Proposal. **Do not include Cost Proposal with signed original or copies of Proposal.**

Description	Total Cost
SCOPE OF WORK	
<ul style="list-style-type: none"> • Structural shoring 	
<ul style="list-style-type: none"> • General Conditions (access, material hoist, dumpster, photography, etc.) 	
<ul style="list-style-type: none"> • Demolition and site protection (millwork, temporary removal of theater seating, etc.) 	
<ul style="list-style-type: none"> • Masonry (brick repointing) 	
<ul style="list-style-type: none"> • Steel/Metals (truss connection plates, rods, pattress plates, interior HSS, etc.) 	
<ul style="list-style-type: none"> • Wood (LVL truss sisters, repairing/replacing millwork, plywood diaphragm, etc.) 	
<ul style="list-style-type: none"> • HVAC and electrical (moving ducts and stage lighting to access trusses if required) 	
<ul style="list-style-type: none"> • Finishes (repair of plaster, repainting, etc.) 	
OTHER	
List and describe any additional fees (OH&P, Insurance, Bond, etc.):	
GRAND TOTAL:	

11.0 SUMMARY

11.1 A contract may be awarded to the most responsible and/or responsive firm whose submission best meets the requirements and criteria set forth in this request and is most advantageous to the County. Consequently, lowest price is not determinative of award; however, in order to be considered, the proposing firm shall demonstrate compliance with the requirements and scope of work set out in this RFP and must be able to perform the tasks in accordance with the standards contained herein. The successful firm shall have the full and sole responsibility of providing all of the proposed services as finally agreed upon and accepted by the County and CHM.

12.0 GENERAL REQUIREMENTS

12.1 All Offerors including the employees of the Offeror must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Offeror to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

12.2 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: Contractors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE) on this project.

12.3 CONFLICT OF INTEREST: The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

12.4 INDEMNIFICATION AND HOLD HARMLESS: The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees.

12.4.1 The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

12.5 DRUG-FREE WORKPLACE: During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and

applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this request.

12.6 APPLICABILITY/JURISDICTION OF SOUTH CAROLINA LAW AND COURTS: Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

12.6.1 CERTIFICATE OF INSURANCE: Once selected, the successful firm will be required to provide proof of insurance to include professional liability; workers compensation, employer’s liability and general liability prior to commencing work.

12.6.2 The firm must procure and maintain, for the duration of this project, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the proposer, his/her agents, representatives, employees or subcontractors. York County requires Certificates of Insurance from proposer’s doing business with the county within ten (10) working days from notice of award. York County shall be named as “Additional Insured” on all Certificates of Insurance except Workers Compensation.

12.6.2.1 General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage,

12.6.2.2 Workers Compensation: Coverage’s as required by the laws of the State of South Carolina,

12.6.2.3 Automobile Liability: \$500,000 combined single limit per occurrence,

12.6.2.4 Employers Liability: \$100,000 Bodily by Accident, \$500,000 Bodily Injury by Disease, \$100,000 Bodily Injury by Disease Each Employee.

12.6.2.5 Professional Liability: \$2,000,000 per occurrence

12.7 ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

12.8 OWNERSHIP OF MATERIAL: All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this RFP and including correspondences relating to this RFP shall, belong exclusively to York County.

12.9 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort as required by this RFP. York County will consider the Consultant to be the sole point of contact with regard to contractual matters.

12.10 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the

Contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All sub consultants must be approved by York County. The successful Consultant will also furnish the corporate or company name.

12.11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: The Consultant certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid.

12.12 RECORDS RETENTION & RIGHT TO AUDIT: The County shall have the right to audit books and records of the Consultant as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

12.12.1 The County may conduct, or have conducted, performance audits of the Consultant. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County.

12.12.2 Pertaining to all audits, Consultant shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Consultant shall be made available for auditing purposes at no cost to the County.

12.13 PUBLIC ACCESS TO PROCUREMENT INFORMATION: Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

12.14 TERMINATION: Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

12.14.1 CONVENIENCE: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice; York County shall negotiate reasonable termination costs, if applicable.

12.14.2 CAUSE: Termination by York County for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

12.14.3 DEFAULT: In case of default of Consultant, York County reserves the right to purchase any or all items/services in default in open market, charging, Consultant with any excessive costs.

12.15 NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

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NON-COLLUSIVE CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offerors, and that the contents of this proposal as to prices, terms and conditions of offer have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Vendor: _____

Street Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Signature: _____

(Print Name): _____

Position with Company: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title: _____

ACKNOWLEDGEMENT OF ADDENDA

The Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company _____

Authorized Signature _____

Print Name _____

Email Address _____ *(Please print clearly)*

CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

All Offerors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Offeror as well as any sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this proposal, the Offeror hereby certifies without exception that Offeror has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the County's option, may subject the contract to termination and any applicable damages.

The Offeror certifies that, should it be awarded a contract by the County, the Offeror will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Offeror pursuant to this contract. The Offeror further certifies that it will remain in compliance throughout the term of the contract.

At the County's request, the Offeror is expected to produce to the County any documentation or other such evidence to verify the Offeror's compliance with any provision, duty, certification, or the like under the contract.

The Offeror agrees to include this Certification in contracts between itself and any subconsultants/contractors in connection with the services performed under this contract.

Signature, Title of Offeror

DRAFT AGREEMENT FOR THE MCCELVEY CENTER AUDITORIUM STRUCTURAL REPAIRS

THIS AGREEMENT, made and entered into this (date) day of (month), (year), between:

Culture & Heritage Museums of York County (COUNTY)
4621 Mt. Gallant Road
Rock Hill, SC 29732

and

XXXXXXXXX (CONTRACTOR)
XXXXXXXXX
XXXXXXXXX

for the structural repair and related-preservation activities at the McCelvey Center, 212 E Jefferson Street, York, SC 29745.

NOW THEREFORE, in consideration of the contract sum and or the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1.0 SCOPE OF THE WORK.

1.1 The CONTRACTOR shall perform all duties described in COUNTY's Request for Proposal dated (month) (date), (year), Proposal #2898, the terms and conditions of which are incorporated herein by reference.

1.2 The CONTRACTOR shall fully execute the structural repairs as drawn in the construction documents and specified in the project manual dated XXXX, XX, 2023

1.2.1 The work to be completed by the CONTRACTOR for this project includes, but is not limited to:

- A.** Protection and repair of finishes in the auditorium and through any access to the auditorium. Catalog, remove, and store theater seating as required for the work. Note: storage for seating is available onsite.
- B.** Shoring of five trusses per shoring drawings included in contract documents. Contractor is required to hire a bracing and shoring engineer to design all scaffolding, bracing, and shoring for this project. Design calculations and working drawings of all proposed shoring of the structure shall be prepared, stamped, and signed by a PE registered in South Carolina. The bracing and shoring engineer must observe the installed shoring and certify that it meets his or her approval prior to any modification of the structure. Note: shoring under Truss 1 (stage truss) is already in place. The Contractor may assume responsibility for shoring currently in place or may remove it at their expense and install new shoring.
- C.** Installation of a work platform at the top of the shoring for the five trusses.
- D.** Removal and reconstruction of millwork from beneath the trusses. Removal in "house" section of auditorium will be limited. Full removal of millwork below Truss 1 (stage truss).
- E.** Lifting of all five trusses.
- F.** Installation of plywood diaphragm on the attic floor above the stage.

- G.** Installation of temporary LVL box beams and through rods under the new diaphragm, for use as anchorage points for tying of the masonry walls surrounding the stage.
- H.** Pulling back in of the east, south, and west exterior brick masonry walls surrounding the stage and securing of those walls.
- I.** Strengthening of masonry walls with steel vertical members (HSS) at the stage.
- J.** Installation of LVL sisters on each side of each truss as indicated on the drawings. Note: the bottom chord LVLs of the stage truss must be continuous from one end to the other.
- K.** Installation of steel plates at connections on the trusses as indicated on the drawings.
- L.** Reinstallation of millwork under trusses and repair to any finish damage on the millwork.
- M.** Removal of all temporary work and repair of all finishes within the auditorium and the stage area.
- N.** Limited repointing on the exterior stage walls.
- O.** Interior repainting of the auditorium and stage area.
- P.** Reinstallation of any equipment and furnishings removed for the construction work. This includes stage lighting that will need to be returned to working order.
- Q.** Final cleaning of work and laydown areas, as well as the stage and house sections of the auditorium.

1.3 Both the COUNTY and the CONTRACTOR shall designate an employee as the primary contact for this agreement and the duties performed under this agreement.

1.4 Bennett Preservation Engineering, PC (ENGINEER) shall provide construction contract administration services for the COUNTY.

1.4.1 The ENGINEER will review and approve submittals, mock-ups, shop drawings, change orders, and payment applications. The ENGINEER shall answer requests for information (RFI) and conduct regular site visits to observe the progress of construction and structural repairs before being concealed by the next stage of construction.

1.4.2 The ENGINEER has the authority to reject work that does not conform to the contract documents and/or project manual without responsibility to the CONTRACTOR, its affiliates, agents, or subcontractors.

1.4.3 The ENGINEER and the COUNTY shall have the authority to inspect the work performed prior to the ENGINEER's issuance of its final Certificate of Payment (under Section 3.3.2.1) for purposes of assessing the work, noting any punch-list items to complete and noting any errors to correct.

1.5 CHANGES IN THE SCOPE OF WORK

1.5.1 COUNTY-INITIATED CHANGE ORDER REQUESTS: The COUNTY can issue a detailed description of proposed changes in the work that will require adjustment to the contract sum or construction schedule. If necessary, the description will include supplemental or revised drawings and specifications. Do not consider them as instructions either to stop work in progress or to execute the proposed change until approved by both parties in writing.

1.5.1.1 Within five (5) business days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the COUNTY through the ENGINEER for review and approval. Include a list of

quantities of products required and unit costs, with the total amount of purchases. Where requested, furnish survey data to substantiate quantities.

1.5.1.2 Indicate applicable taxes, delivery charges, equipment rental, mobilization and amounts of trade discounts. Include a statement indicating the effect the proposed change in the work will have on the Contract Time and delivery of reports.

1.5.2 CONTRACTOR-INITIATED CHANGE ORDER REQUESTS: When latent or unforeseen conditions require modifications to the contract, the CONTRACTOR may propose changes by submitting a request for a change to the COUNTY through the ENGINEER for review and approval. Do not consider them as instructions either to stop work in progress or to execute the proposed change until approved by both parties in writing.

1.5.2.1 Include a statement outlining the reasons for the change and the effect of the change on the work. Provide a complete description of the proposed change. Indicate the effect the proposed change on the contract sum and construction schedule.

1.5.2.2 Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. When requested, furnish survey data to substantiate quantities. Indicate applicable taxes, delivery charges, equipment rental, mobilization and trade discounts.

2.0 COMMENCEMENT AND COMPLETION OF THE PROJECT.

2.1 The CONTRACTOR will commence its duties within thirty (30) days of a notice from the COUNTY that it may proceed with construction.

2.2 The COUNTY and CONTRACTOR shall hold an on-site meeting before the commencement of construction. The ENGINEER will participate in the pre-construction meeting virtually via video call.

2.3 The CONTRACTOR shall achieve completion of the entire project in one hundred and fifty (150) calendar days from the date of notice to proceed. However, the parties may agree to extensions pursuant to Section 5.0.

2.4 SCHEDULE:

2.4.1 The CONTRACTOR shall provide the services and personnel required to complete to project in a timely manner. The duration of tasks in the construction schedule as proposed by the CONTRACTOR in response to COUNTY Proposal Number is broken down as follows:

A. TO BE DETERMINED

3.0 CONTRACT SUM.

3.1 The COUNTY shall pay the CONTRACTOR for the faithful performance of its duties of the contract. The contract sum shall be TO BE DETERMINED subject to additions and deductions in the contract documents.

3.2 COST BREAKDOWN:

Description	Total Cost
SCOPE OF WORK	
• Structural shoring	
• General Conditions (access, material hoist, dumpster, photography, etc.)	
• Demolition and site protection (millwork, temporary removal of theater seating, etc.)	
• Masonry (brick repointing)	
• Steel/Metals (truss connection plates, rods, pattress plates, interior HSS, etc.)	
• Wood (LVL truss sisters, repairing/replacing millwork, plywood diaphragm, etc.)	
• HVAC and electrical (moving ducts and stage lighting to access trusses if required)	
• Finishes (repair of plaster, repainting, etc.)	
OTHER	
List and describe any additional fees (OH&P, Insurance, Bond, etc.):	
GRAND TOTAL:	

3.3 PAYMENTS

3.3.1 PROGRESS PAYMENTS:

3.3.1.1 Based upon Applications for Payment submitted to the ENGINEER by CONTRACTOR and Certificates of Payment issued by the ENGINEER, the COUNTY shall make progress payments on account of the contract sum to the CONTRACTOR.

3.3.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

3.3.1.3 The COUNTY shall issue payment within thirty (30) days of receipt of both the Application for Payment and Certificate of the Payment.

3.3.1.4 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 assign the entire contract sum among the various portions of the project. The schedule of values shall be prepared in such a manner and supported by data to substantiate its accuracy. This schedule of values shall be used as a basis for reviewing the CONTRACTOR's Applications for Payment.

3.3.1.5 Applications for Payment shall show the percentage of completion for each portion of the project at the end of the period covered by the Application for Payment

3.3.1.6 The amount of each progress payment shall be computed for the work completed during the period. The amount of each progress payment shall be reduced by:

- A.** the aggregate of any amounts previously paid by the COUNTY;
- B.** if any, of the project remains uncorrected for which the COUNTY has previously withheld a Certificate of Payment;
- C.** any amount for which the CONTRACTOR does not intend to pay a Subcontractor or material supplier, unless the work has been performed by others the CONTRACTOR intends to pay with prior approval from the COUNTY;
- D.** for work performed or defects discovered since the last payment application, any amount for which the COUNTY may withhold payment, or nullify a Certificate of Payment in whole or in part; and
- E.** Retainage withheld pursuant to Section 3.3.1.7

3.3.1.7 The COUNTY shall retain ten percent (10%) of all invoices submitted during this Agreement, with the retained amount being disbursed to CONTRACTOR upon the final invoicing and completion of services to the satisfaction of the COUNTY.

3.3.1.8 Except with the COUNTY'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.

3.3.2 FINAL PAYMENT:

3.3.2.1 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by the COUNTY to CONTRACTOR when the CONTRACTOR has fully performed the contract and fulfilled the CONTRACTOR's responsibilities to correct errors and otherwise addressed the items noted by ENGINEER and COUNTY under Section 1.4.3 and a final Certificate of Payment has been issued by the ENGINEER.

3.3.2.2 The COUNTY's final payment to the CONTRACTOR shall be issued within thirty (30) days of the final Certificate for Payment.

3.4 DISPUTED CHARGES

3.4.1 The COUNTY must dispute any charges within thirty (30) days of receipt of the Certificate of Payment.

3.4.2 The COUNTY may deduct disputed charges from the invoice and pay the remaining undisputed charges.

3.4.3 The COUNTY and the CONTRACTOR agree to work together to resolve any disputed charges through mediation pursuant to Section 7.0

4.0 GENERAL TERMS AND CONDITIONS.

4.1 The CONTRACTOR, including the employees of the CONTRACTOR, must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. The CONTRACTOR shall not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

4.2 The CONTRACTOR shall not knowingly employ, during the period of a contract, or any extensions to it, any personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the CONTRACTOR shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his or her termination of employment with York County.

4.3 PROHIBITION ON GRATUITIES: Neither the CONTRACTOR, nor any person or business employed by the CONTRACTOR in the performance of this request, shall offer or give any gift, money or anything of value, or any promise for future reward or compensation to any York County employee at any time.

4.4 INDEMNIFICATION: The CONTRACTOR agrees to protect, defend, indemnify, and forever hold harmless, the COUNTY, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the CONTRACTOR, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the CONTRACTOR, its officers, agents, and employees, any obligations arising under its agreement with the COUNTY, or any other type claim or lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the COUNTY by the CONTRACTOR, without regard to the source, nature, or validity of the claim or lawsuit. Losses, liabilities, expenses, and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the COUNTY or any of its agents, officers, and employees.

4.5 The CONTRACTOR shall not preclude the COUNTY from receiving the benefits of any insurance the CONTRACTOR may carry which provides for indemnification for any loss or damage to property in the CONTRACTOR's custody and control, where such loss or destruction is to County property. The CONTRACTOR shall do nothing to prejudice the COUNTY's right to recover against third parties for any loss, destruction or damage to COUNTY property.

4.6 DRUG-FREE AND SMOKE-FREE WORKPLACE: During the performance of this agreement, the CONTRACTOR must inform employees that the COUNTY maintains a drug-free and smoke-free workplace; post notification of the COUNTY's drug-free and smoke-free workplace policy in conspicuous places, available to employees and applicants for employment; provide employees with a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free and smoke-free workplace.

4.7 S.C. LAW CLAUSE: CONTRACTOR agrees to comply with the business licensing laws of South Carolina. Additionally, the parties agree that all disputes arising out of this agreement or the performance of this agreement to the jurisdiction and process of the courts of the State of South Carolina.

4.8 ASSIGNMENT: This agreement may not be assigned, sublet, or transferred without the written consent of the COUNTY.

4.9 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the COUNTY pursuant to this agreement shall belong exclusively to the COUNTY. Additionally, all equipment, materials, and documents provided by the COUNTY for the CONTRACTOR's work shall remain the property of the COUNTY and shall be returned to the COUNTY upon termination of this agreement.

4.10 SUBCONTRACTING: If the CONTRACTOR intends to complete any part of the work with subcontractors, the CONTRACTOR must identify the subcontracting organization, the corporate or company name, and the contractual arrangements made therewith.

4.11 RECORDS RETENTION & RIGHT TO AUDIT: The COUNTY shall have the right to audit books and records of the CONTRACTOR pertaining to this agreement. Such books and records shall be maintained for a period of three (3) years from the date of final payment under this agreement. For all audits, the CONTRACTOR shall make available to the COUNTY access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the CONTRACTOR shall be made available for auditing purposes at no cost to the COUNTY.

4.12 COUNTERPARTS. This agreement may be executed in multiple counterparts, each of which deemed an original, but all of which constitute one and the same agreement.

4.13 ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the parties and supersede any prior understanding between them. No representations, arrangements, understandings, or agreements relating to the subject matter exist among the parties except as expressed in this agreement.

5.0 TERMINATION.

5.1 This agreement automatically terminates one hundred and fifty (150) days after commencement. However, the parties may agree to a maximum of one (1) one-year extensions to this agreement. Both parties must approve extensions to this agreement in writing via change order as described in Section 1.5.

5.2 TERMINATION FOR CONVENIENCE

5.2.1 Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate this agreement by providing thirty (30) days written notice to the other party.

5.2.2 In the event that this agreement is terminated or canceled upon request and for the convenience of the COUNTY without the required (30) days advance written notice, and then the COUNTY shall negotiate termination costs, if applicable.

5.3 TERMINATION FOR CAUSE

5.3.1 Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived, and the below default provision shall apply.

5.3.2 In case of default by the CONTRACTOR, York County reserves the right to purchase any or all items or services in default on the open market, charging the CONTRACTOR with any excessive costs.

5.4 FAILURE TO APPROPRIATE FUNDS

5.4.1 Notwithstanding any other provision of this agreement, all obligations of the COUNTY under this agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Should York County Culture & Heritage Commission decide not to appropriate funds for the items or services provided under this agreement, the COUNTY shall terminate this agreement and shall only owe the CONTRACTOR for items or services provided up to the termination.

6.0 INSURANCE.

6.1 The CONTRACTOR must provide proof of insurance to include professional liability; workers compensation, employer's liability and general liability on an appropriate Accord form (Accord 25) prior to commencing work. The CONTRACTOR must procure and maintain, for the duration of this project, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this agreement by the CONTRACTOR, its agents, representatives, employees, or subcontractors. The COUNTY requires the CONTRACTOR to maintain the following insurance:

Type of Insurance	Limits of Liability
a. Commercial General Liability	\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage
b. Worker's Compensation	As required by South Carolina law
c. Employer's Liability	\$100,000 Bodily by Accident, \$500,000 Bodily Injury by Disease, \$100,000 Bodily Injury by Disease Each Employee
d. Professional Liability	\$2,000,000 per occurrence
e. Automobile Liability	\$500,000 combined single limit occurrence

6.2 The CONTRACTOR shall name the COUNTY as an additional insured on all certificates of insurance except worker's compensation.

6.3 The CONTRACTOR shall provide signed certificates of insurance prior to commencing work under this agreement. Such certificates of insurance shall provide for thirty (30) days written notice to the COUNTY prior to cancellation or material modification of any insurance referred to herein.

7.0 DISPUTES AND WAIVERS.

7.1 If a claim, dispute, or other matter in question between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties.

7.2 Any claim, dispute, or other matter in question arising out of or related to this Agreement or the performance or breach thereof, which cannot be resolved through direct discussions between the parties, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party, and only after both parties have completed the mediation process.

7.3 Through mediation, CONTRACTOR and COUNTY shall endeavor to resolve claims, disputes, or other matters in question between them by mediation in an informal process in which a third-party mediator facilitates discussions between the parties. The parties may designate a mediator mutually agreeable to both COUNTY and CONTRACTOR to the conduct the mediation. If the parties are unable to agree upon a mediator, mediation shall be conducted in accordance with the mediation provisions of the South Carolina Circuit Court Alternative Dispute Resolution Rules. The mediation shall be conducted in York County, South Carolina. A request for mediation shall be filed in writing with the other party to this Agreement, and legal or equitable proceedings shall be stayed pending mediation for a period of sixty days from the date of the request for mediation is filed, unless

stayed for a longer period of time by agreement of the parties or court order. The cost of a third-party mediator will be shared equally by the parties.

7.4 If the parties reach an agreement during the mediation process, they shall reduce the agreement to writing and sign it with their attorneys, if any. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.5 No waiver of a breach of any of the covenants, promises, or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert, or rely upon such provision.

8.0 REPRESENTATIVES.

8.1 COUNTY Representative:

- A. Richard Campbell, Executive Director, York County Culture & Heritage Museums
- B. Carey Tilley, Director of Historic Properties
- C. Joseph Mester, Historic Brattonsville’s Assistant Site Director
- D. Sara Johnson, Restoration/Preservation Specialist

8.2 CONTRACTOR Representative

- A. XXXXXXXXX – EXECUTIVE OFFICER
- B. XXXXXXXXX – PROJECT MANAGER
- C. XXXXXXXXX – SITE SUPERVISOR:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date written above.

YORK COUNTY
CULTURE & HERITAGE MUSEUMS

CONTRACTOR

By: _____
Richard Campbell, Executive Director

By: _____
Executive Officer

Date: _____

Date: _____

Address for Notices:

York County Culture & Heritage Museums
c/o Executive Director
4621 Mt. Gallant Road
Rock Hill, SC 29732

XXXXXXX
XXXXXXX
XXXXXXX
XXXXXXX

With copy to:
Michael Kendree
York County Attorney
P.O. Box 299
York, SC 29745

With copy to:

