



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 6/26/2024

ID Number: 2938

Title: Construction Manager At Risk -River Hills Waterline Replacement Project Phase 1

Due Date/Time: July 25, 2024 at 3:00 p.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

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

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: No later than July 16, 2024 at 4:00 p.m.

Pre-Bid: Pre-Bid Meeting will be held on July 11, 2024 at 2:00 p.m.

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

Tentative Date of Council Approval: August 19, 2024

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

York County is seeking sealed proposals from qualified vendors to serve as a Construction Manager At-Risk (CMAR) for the design review and preconstruction services, potential construction and commission of water line improvements in the River Hills Neighborhood in Lake Wylie, South Carolina.

Proposals will be evaluated to select a CMAR with the requisite experience, qualifications, and resources to complete the Project successfully within an agreed Guaranteed Maximum Price (GMP) and construction schedule in accordance with the project requirements as specified by the York County.

1.2 Project Background

York County (the County) operates and maintains a public water system which provides potable water service to County residents. The water system consists of both an eastern and western distribution system, separated by Lake Wylie and the Catawba River.

The Lake Wylie Area water system is connected just north of the Western System and was previously owned and operated by Blue Granite Water Company ("*Blue Granite*")

The County acquired the Blue Granite water and sewer utility system which is now incorporated into the County Western Water System. Since acquisition, the County performed a comprehensive study of the water distribution system in the Lake Wylie Area and developed a prioritized rehab and replacement plan. First priority is replacement of approximately 15,000 linear feet of 6" and 8" AC water mains in the River Hills neighborhood. (River Hills Waterline Replacement Phase 1). General installation of new waterline is included in the attached diagram map (**Attachment E**) and will require 8" and 10" C900 pipe SDR 14 or as approved.

1.3 Project Scope

York County is proposing water system improvements in River Hills, Lake Wylie area. These improvements are outlined above in Section 1.2 and are from an early stage in project planning and thus has an incomplete scope. The Contractor will be expected to work with the engineer Goodwyn Mills Cawood (GMC) and York County to develop a complete and more precise scope.

The project will include the following elements:

- Replacement of asbestos cement, water piping, valves and appurtenances
- Possible replacement of damaged and aged valves and hydrants.
- Possible restoration and/or replacement of water meters.
- Replacement of service connections disrupted by pipe repairs/replacement,
- Repair of any asphalt, gravel or concrete disturbed by the infrastructure improvements.
- Repair of yards, gardens, etc. that are disturbed by construction.

1.4 Draft Summary Scope of Services

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

I. Preconstruction Phase Services:

- A. Value Engineering services shall include a thorough review of the completed design drawings and specifications and the identification of any alternative design components, construction methods, or materials that could reduce the cost of the project without sacrificing project quality.
- B. GMP Development will commence upon the completion of 60% design plans and specifications. A pre-construction GMP development schedule shall be provided to be reviewed by GMC and York County. The costs for each developed GMP for 60%, 90% and 100% shall be developed according to the schedule through an open-book process. CMAR will provide a GMP within 20 Business Days of receiving 60%, 90% and 100% documents from GMC. York County requires that for those components of the Project that the CMAR may want to self-perform, the CMAR will need to submit bill rates, overhead, markup on subcontractors, profit rates, and other similar financial information for that scope. The GMP will also include CMAR overhead costs and margin for all work under the Construction Phase Services Agreement, as described in the following outline of CMAR Construction Services, as well as any contingency allowances. Formal pricing, as required in the preconstruction phase, should occur at the following design intervals: 60%, 90% and 100% (GMP).
- C. GMP Negotiation, if successful, will result in execution of a contract between the Owner and Contractor to perform construction services.

II. Construction Phase Services (if successful GMP negotiation occurs)

- A. **Construction Administration** Services represent the management and administration of the CMAR's Construction Phase contract obligations including, but not limited to, the following activities:
 - 1. Provide all requisite bonds and insurance for the construction of the project;
 - 2. Possess the requisite license and assure that all subcontractors are also appropriately licensed and bonded for the tasks needed to complete construction phase of the project;
 - 3. Procure and manage all equipment and construction contractors to complete the Construction Phase scope of work for the project;
 - 4. Hold weekly progress/construction meetings and submit meeting minutes for review and approval by the County and GMC;
 - 5. Develop and update a construction management plan that includes Construction Phase quality control procedures, safety programs, construction document management protocol, etc.;
 - 6. Manage subcontractors (contracts, insurance, and bonds);
 - 7. Prepare payment requests and maintain cash flow projection;

8. Submit and track shop drawings and equipment Operations & Maintenance (O&M) Manuals;
 9. Track Request for Information and/or clarifications (RFIs);
 10. Prepare redline markups for Engineer to finalize record drawings;
 11. Facilitate project close-out; and
 12. Administer warranties through the warranty period.
- B. **Site Security** will be the responsibility of the CMAR throughout the duration of the construction phase. The CMAR will need to develop an acceptable security plan to control access to the construction site during all phases of construction without interrupting normal day-to-day operations of the facility. The CMAR will be responsible for construction of any alternate entrance locations or operations of any existing security gates, as well as any repairs required to bring project limits (i.e., roadways, curb and gutter, landscaping) back to their existing condition.
- C. **Project Schedule** requirements will include developing a detailed project construction schedule defining construction activities of each element of the project and their inter-relationships along with milestone dates relative to project completion and permit requirements using approved scheduling software. Monthly monitoring, updating, and reporting of the project schedule will be required to demonstrate an efficient and timely delivery of the project.
- D. **Project Budget Reporting** requirements will include the preparation of a project budget monitoring protocol to provide monthly updates on the status of the following financial attributes of the project: update cash flow projections for the Construction Phase including actual construction costs; maintain a comparative assessment of actual costs relative to the GMP; and provide documentation of any resultant changes in the projected life cycle costs resulting from construction-related decisions and/or changes.
- E. **Design Compliance Review** will include meetings with York County and GMC to validate that the design requirements are being provided during the Construction Phase. The meetings shall occur as necessary but no less than every month and would occur at the project site. One objective of these meetings will be to review the CMAR's documentation of any resultant changes in the projected costs resulting from construction-related decisions and/or changes.
- F. **Submittals** will include, but are not limited to, the following:
1. Prepare and submit submittals required by individual Specification Sections;
 2. Collect information into a single submittal for each element of construction and type of product or equipment;
 3. Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Engineer's digital data drawing files is otherwise permitted;
 4. Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed;
- G. **Construction Document Management** shall be implemented as defined in the construction management plan to collect and store the following data in a readily retrievable manner: correspondence, payment requests, schedule updates, test results, shop drawings, RFIs, change requests, record drawings, and miscellaneous submittals to York County and GMC.

- H. **Project Closeout** will include activities needed to complete final completion of the Construction Phase following the notification of Substantial Completion.
 - 1. Closeout activities will include, but not be limited to, the completion of all punch list items defined at the point of substantial completion and project document transfer.
- I. **Warranty Administration** will be provided by the CMAR throughout the requisite warranty period and will include activities such as: warranty request tracking, event documentation and response monitoring, direct interface with suppliers requesting and monitoring all warranty service needs and corrective activities, and providing any modification and/or updates to the project record drawings that may result from warranty activities.
- J. **Provide any comments** or suggested changes to the draft summary Scope of Services outlined in Section 3 of this document.

SECTION 2 OTHER REQUIRMENTS

2.1 License

Offeror must be licensed to do business in the State of South Carolina. The Offeror must comply with the laws of South Carolina including obtaining proper licensure with this State if required to perform the specifications described in this request.

2.2 Insurance

Offeror must also provide: (1) general liability insurance coverage of at least \$1 Million per occurrence; (2) automobile liability coverage for owned, non-owned, and rented automobiles with limits of \$1 Million per occurrence; and (3) Workers Compensation and Employer's Liability Insurance in an amount equal to the South Carolina statutory limits.

All required insurance shall be placed with a carrier(s) having an A.M. Best's rating of A- or better. No deductible shall be higher than \$5,000. The County shall be named as an additional insured. All per occurrence and annual aggregate amounts listed above must be site-specific for York County covering claims arising from the services rendered to York County under any agreement between the York County and the proposer.

All insurance must cover the proposer and all of its employees; any sub-contracted firms must have this same coverage.

SECTION 3 INSTRUCTIONS TO OFFERORS

3.1 Submission Format

The Proposal should include the following information with tabs or indicators to identify each section. Failure to submit this information will render your Proposal as non-responsive.

All proposals shall be valid for a period of ninety (90) days after opening. Teams shall be prepared to meet with County staff to discuss any portion of their proposal before a decision is made concerning

responses associated or incurred in preparing or responding to this request. The original proposal package shall be clearly identified. All submitted responses will be retained as property of the County and will not be returned.

Proposals and supplemental information shall be limited to no more than twenty five (25) pages of material. The 25-page limit does not include the cover letter, table of contents, or County forms and should be printed only on the front side of each sheet.

The Proposer shall prepare a response to all of the following requests for information. Each section should begin on a separate sheet.

Proposal Section 1: Signatory / Information Sheets

A. Cover Letter

A maximum one (1) page, dated Cover Letter, including the legal name of the Offeror, address, telephone number and email address, shall be provided that contains a summary of the Offeror's ability to perform the services requested in this proposal and confirm that the Offeror is willing to perform those services and enter into a contract with York County. The letter shall be signed by a person having the authority to commit the Offeror to a contract.

B. Table of Contents

Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively numbered in the right-hand corner and each page shall have a footer indicating the name of the Offeror. A Table of Contents of the material contained in the proposal must follow the Cover Letter.

C. Signatory Sheet (attached herein as **Attachment A**)

Proposal Section 2: Introduction

Provide an executive summary highlighting the major points of the submittal.

Proposal Section 3: Evaluation Factors

A. Team's Experience

1. Demonstrate experience with similar projects involving public entities
2. Demonstrate ability to successfully complete all requirements as specified in this Request.
3. Demonstrate understanding of the project and abilities of the proposer to successfully complete the expected scope of work on schedule and within budget.

B. Team's Performance

1. Indicate any similar services performed for Municipal or Governmental clients in the past five (5) years using Team Performance Form **Attachment B**. For any projects listed, please provide the following:
 - a. Project Name
 - b. Owner Point of Contact
 - c. Project Manager
 - d. Project Cost; list bid and final cost amounts with explanation
 - e. Project Schedule; bid contract time and actual time to completion
2. Organization Chart: Provide an organizational chart of all personnel to be used on task and their qualifications.
3. Qualifications of Offeror: The contractor shall identify the project team and any other key personnel involved in this project, including sub-consultants and co-proposers. A brief resume for each person listing specific qualifications applicable to experience, education, and any other pertinent information, shall be included in the response. After award, any changes in members of the team will require advance approval by the County.

C. Work Plan/Approach

1. Describe your plan for implementing a CMAR methodology, including how you intend to work with the York County, River Hills Community Association and GMC.
2. Describe your plan to provide preconstruction services and incorporate value engineering services into the design of the project.
3. Describe your approach to developing the GMP, including the level of effort and resources required to deliver the GMP.
4. Describe your plan for a transparent procurement system with a wide variety of evaluation and selection methodologies that can be audited for fairness and competitiveness. List anticipated early procurement equipment and materials.
5. Describe your plan for delivering construction, including a percentage of total work that will be self-performed. For subcontracted work, describe how you will select the best value subcontractors and guarantee their performance.
6. Describe how you will document actual construction costs during the construction period and make these costs available to York County for verification and audit.
7. Provide a preliminary summary level schedule for the construction of the project. Schedule should reflect the Proposer's methodology for effectively managing and executing the work.

D. Cost Proposal (Submitted separately from the proposal) **Attachment C:**

One copy to be submitted as a separate document from the proposal and must be uploaded under submit response in the GetAll portal.

1. Provide your proposed lump sum fee for the “Pre-construction” phase services broken down by each 60%, 90% and 100% GMP development (Attachment A and current rate sheet).
2. Provide a monthly General Conditions for the scope of work described. This General Conditions shall be a monthly amount to include the items in Figure 1.1 (Attachment A and current rate sheet)

Allocation of Costs and Fees (Attachment D)

The Allocation of Cost and Fees shown in Figure 1.1 should be considered when preparing the proposal.

3.2 Preparation of Proposal

All proposals should be complete and carefully worded and must convey all information requested by York County. If errors are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the evaluating committee will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offeror shall supply additional materials as needed for the evaluating committee’s internal use. York County reserves the right to reproduce proposals for internal use in the evaluation process.

All proposals shall provide a straight-forward, concise description of Offeror’s ability to satisfy the requirements of the RFP.

All documentation submitted with the proposal should be in a single volume excluding the cost proposal, which must be submitted separately in a different PDF under Cost Proposal in the GetAll portal as to be evaluated after all other sections have been evaluated and scored.

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be uploaded under other files in the GetAll portal.

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.

3.3 Submitting Redacted Copy

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 proposal includes information marked as Confidential, “Trade Secret,” or “Protected”, Offeror must also submit

one complete digital copy in PDF format, of the proposal from which Offeror has 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 the original proposal, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking the 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

3.4 Submittal

Online submittal: Electronic submittals shall be uploaded in PDF format via the Getall portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. 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. 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.

For step by step instructions on how to submit a response select Help and then Quick Reference in the Getall portal:

In Person/Courier Delivered Submittals: If Offeror elects to submit proposal in person or by mail instead of electronic submission, 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. Faxed information is not acceptable. Bids received after specified time and date will be rejected as non-responsive.

If County offices are closed due to inclement weather, the bids shall be opened at the same scheduled hour on the 3rd working day (excluding County observed holidays) after the scheduled bid opening date. In the event that an act of nature occurs preventing a firm to attend a mandatory meeting or submitting a bid on time, the County reserves the right to accept or excuse the firm's tardiness.

3.5 Intent

It is the intent and purpose of York County that this Request permits competition. It must be the Offeror's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Offerors. While evaluating each Proposal; price and service will be factors in making a purchasing decision.

3.6 Additional Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Offeror who is determined to best meet the needs of the County for this Request.

To assure clarity, all Offerors may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. 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 otherwise specified on 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. Each Offeror must acknowledge receipt of such addenda in the space provided in the Proposal 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. It is the responsibility of each Offeror to verify that he/she has received all addenda issued before Proposals are opened. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.7 Inquiries

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

SECTION 4 EVALUATION, AWARD, AND CONTRACT

4.1 Evaluation of Proposals

The Offerors' proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature. The Offerors' approach, past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. Each committee member will independently evaluate these criteria excluding the cost. Once the committee has evaluated each proposal, the score will be tallied. Lastly, the Cost Proposal will be opened and factored into the final scores.

York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.

4.2 Presentations

York County may require oral and visual presentation from those firms that are ranked or short-listed. This shall be done at York County's sole discretion when it feels presentations are essential as part of the evaluation process. It is the intention of York County to short list three (3) firms and rank each of them according to the most qualified firm with a Proposal and presentation that best suit the needs of York County.

4.3 Award

The County shall award this contract to the highest scoring Offeror who best meets the terms and conditions of the Proposal. The award will be made on basis of evaluation of Proposals, cost and presentations when applicable.

Upon review of Proposals for responsiveness, and satisfaction that the Offeror is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that best suited Offeror.

4.4 Terms of Contract

The contract term shall be for the duration of the proposed scope above.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

4.5 Termination of Contract

a. 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.

b. 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, then York County must negotiate reasonable termination costs, if applicable.

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

d. Default: In case of default of Offeror, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Offeror with any excessive costs.

4.6 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.

4.7 Protest

This option is available to any actual Offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is posted. The first step in this process must be formally addressed to the Procurement Director after the award decision, and subsequently

progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Offeror must meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Offeror acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the Proposal. Non-substantial deviations may be considered provided that the Offeror submits a full description and explanation of and justification for the proposed deviations titled Exceptions. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

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.

5.3 Title VI of the Civil Rights Act of 1964

Offerors 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).

5.4 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.

5.5 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. 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.

5.6 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 the request.

5.7 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.

5.8 Certificate of Insurance

Once selected, the successful firm will be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

5.9 Assignment

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

5.10 Ownership of Material

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this solicitation and including correspondences relating to this solicitation shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made there with. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm 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. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm 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 successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION 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.

NOTE: A redacted copy if applicable, must be uploaded under submit response in the GetAll portal.

5.15 Non-Collusion Proposal Certification and Disqualification

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition

One Proposal: Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that an Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Offeror 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 (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

5.17 Certification Regarding Immigration Reform and Control

The Offeror certifies, by submission of this document or acceptance of a contract, that all Contractors 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 Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this proposal, the Contractor hereby certifies without exception that Contractor 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 State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should

it be awarded a contract by the County, the Contractor 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 Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

5.18 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.

5.19 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.

THIS SPACE IS INTENTIONALLY LEFT BLANK

ATTACHMENT A

Signature Page - 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 document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

COMPANY TAX ID NUMBER

COMPANY ADDRESS

CITY, STATE, ZIP+4

PAYMENT/REMITTANCE ADDRESS

CITY, STATE, ZIP+4

EMAIL ADDRESS

COMPANY TELEPHONE

TITLE

DATE

PRINT NAME

AUTHORIZED SIGNATURE

Minority Status

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

ATTACHMENT B
Team's Performance

(Reproduce as necessary for each submitted project)

A. General Information:

B. Project Manager:

Name of project: _____

Name of owner: _____

Name of owner contact: _____ Phone #: _____

Position or title of contact: _____

Address of contact: _____

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

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

D. Project Costs: (with complete explanation of cost overrun, if any, including change orders).

Total Bid Amount: _____ Final Cost: _____

Explanation of cost overrun, if any, including change orders: _____

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

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

G. Project Schedule:

Contract time as bid: _____ Actual time to complete: _____

Completion date: _____

Explanation of time overrun, if any: _____

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

ATTACHMENT C
Cost Proposal
Construction Manager at Risk (CMAR)

Preconstruction Fee	
60% GMP	\$
90% GMP	\$
100% GMP	\$
TOTAL PRECON FEE	\$ _____
CMAR Fee	%
Profit	%
General Conditions	/ Month

PLEASE ATTACH A CURRENT RATE SHEET TO THIS DOCUMENT

Acknowledgement of Addenda

If any Addenda are issued, Bidder hereby acknowledges receipt of all Addenda through and including:

Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

ATTACHMENT D

Figure 1.1. Allocation of Cost and Fees

Item	Pre-construction	General Conditions	Cost of Work
HOME OFFICE			
All costs related to the CMAR's home or regional office, including but not limited to, lease, utilities, maintenance, corporate management, administrative staff, office equipment, supplies, etc.			
CMAR's Profit		X	X
PROJECT DEDICATED PERSONNEL			
All quoted rates will include salaries, fringes, autos, taxes and worker's compensation insurance			
Division Manager		X	
Senior Project Manager	X	X	
Project Manager		X	
Assistant Project Manager		X	
Project Estimating	X	X	
Project Superintendent(s)	X	X	
Mechanical and Electrical Coordinators	X	X	
Project Engineer(s)	X	X	
Scheduling	X	X	
Purchasing	X	X	
Secretarial / Clerk	X	X	
Field Engineer		X	
Time Keeper / Job Accounting		X	
Travel Costs	X	X	
Relocation / Temp Living		X	
Safety Officer	X	X	
FIELD OFFICE EXPENSES			
Job Office/Trailer		X	
Owner / AE Trailer		X	
Storage Shed/Trailer		X	
Telephone/Fax/Computers		X	
Office Equipment		X	
Copies/Blueprints		X	
Messengers/Couriers/Postage		X	
Project Photographs		X	
Sanitary Facilities		X	
Drinking Water/Ice		X	
Job Office Power		X	
Temporary Roads and Laydown			X
Site Fencing			X
Dewatering			X
Generators			X
Travel Expenses for Project Specific Purpose		X	
Temporary Fire Protection			X
INSURANCE, BONDS AND TAXES			
Permits and Fees			X
General Liability Insurance			X
Builders Risk Insurance			X
Bond Premiums			X
Sales Taxes			X
Workers Compensation		X	
GENERAL			
Project Layout			X
Security			X
Temporary Enclosures			X
Dust / Traffic Control			X
Temporary Heat			X
Temporary Power/Light			X
Temporary Water			X
Tools and Consumables			X
Daily Cleanup			X
Trash Removal			X
Pest Control			X
Final Cleaning			X
Project Sign		X	
O&M Manuals			X
Progress Photographs			X
Testing & Inspections			X
CMAR's and Contractor's Licenses and Fees			X
Construction Labor			X
Construction Materials			X
Construction Equipment			X
Record Drawings			X

ATTACHMENT E

River Hills Waterline Diagram

