

RFP004-16-17- NMJ
City of Columbia Art Center Design Build Services



CITY OF COLUMBIA, SOUTH CAROLINA

Request for Proposals
RFP004-16-17- NMJ
City of Columbia Art Center Design Build Services

Issuance Date: November 18, 2016
Submittal Deadline: December 12, 2016, 11:00 AM (EST)

Send Hard Copies and CDs to:
City of Columbia/Procurement and Contracts Department
Attn: RFP004-16-17-NMJ
City of Columbia Art Center Design Build Services
1136 Washington Street – 7th Floor
Columbia, S.C. 29201

Non-Mandatory (but highly recommended) Pre-Proposal Meeting: November 29, 2016, 9:00 AM

Questions must be submitted using Bid Online
Deadline for additional information and questions is:
Date: November 30, 2016, 5:00 PM (EST)

Nadia Johnson Contract Specialist II

TABLE OF CONTENTS

GLOSSARY OF TERMS	5
I. INTRODUCTION	8
A. Background	8
B. Purpose	8
II. SCOPE OF SERVICES	9
III. DESIGN BUILDER RESPONSIBILITIES	27
IV. INSTRUCTIONS TO RESPONDENTS	36
A. Submittal Format	36
B. Non-Mandatory Pre-proposal	39
D. Instructions for Questions	40
E. Anticipated Schedule of Events	40
F. Public Opening	41
V. SELECTION & AWARD PROCESS.....	41
A. Acceptance and Rejection	41
B. Evaluation Criteria	42
C. Selection / Award	43
VI. GENERAL PROCUREMENT INFORMATION.....	43
A. Acceptance Period	44
B. Contract (Agreement)	44
C. Confidentiality	44
D. Ownership of Proposal Documentation	45
E. Offeror’s Duty to Inspect, Advise and Declare All Costs	45
F. Time for Receiving Responses	45
G. Submittal of Responses	45
H. Acceptance and Rejection	45
I. Acceptance Period	45
J. Cancellation of Responses	45
K. Bidders Present	45
L. Alternate Responses	46
M. Ambiguous Responses	46
N. Conflict of Interest	46

O. Collusion	46
P. Sales Tax and/or Use Tax	47
Q. Manufacturers Brochures and Specifications Data	47
R. Default	47
S. Protest Procedures	47
VII. TERMS AND CONDITIONS	48
A. Contract for Services	48
B. Scope of Services and Time of Performance	49
C. Access to Records	49
D. Amendments	49
E. Changes	50
F. Assignability/Subcontracting	50
G. Breach/Waiver	51
H. Federal Funding Conditions	51
I. Commencement of Services	52
J. Communication Protocols	52
K. Compensation	53
L. Duties upon Termination	59
M. Equal Employment Opportunity (EEOC)	59
N. Ethics	61
O. Findings Confidential	61
P. Indemnification, Hold Harmless and Insurance	61
Q. Independent Successful Engineering Consultant/Contractor	63
R. Interest of Successful Engineering Consultant	63
S. Licenses, Permits and Taxes	64
T. Notice	64
U. Oversight	64
V. Ownership of Project Documents	65
W. Remedies	65
X. Schedule of Completion of Activities	65
Y. Severability	65
Z. State Law Applicable	65

AA. Successorship	66
BB. Suspension and Debarment	66
CC. Term of Agreement	66
DD. Termination of Agreement	67
EE. Use of Recovered Materials	68
FF. Whole Agreement	68
GG. Claims	68
HH. Liquidated Damages	70
II. Miscellaneous	70
VIII. APPENDICES	72
APPENDIX I – CERTIFICATION	73
APPENDIX II - CONFLICT OF INTEREST STATEMENT	74
APPENDIX III - NONCOLLUSION AFFIDAVIT	76
APPENDIX IV – LOBBYING CERTIFICATION	77
APPENDIX V - BUSINESS INFORMATION STATEMENT	78
APPENDIX VI	81
SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES	81
INCLUDING LABOR SURPLUS UTILIZATION PLAN	81
APPENDIX VII – SUB ENGINEERING CONSULTANT/SUBCONTRACTOR BUSINESS INFORMATION	83
APPENDIX VIII- REFERENCE QUESTIONNAIRE	84
APPENDIX IX – COST FORM	86
APPENDIX X – BID BOND FORM	87
APPENDIX XI – PAYMENT/PERFORMANCE BOND FORM	89
APPENDIX XII – FEDERAL LABOR STANDARDS PROVISIONS	91
APPENDIX XIII – REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS	92
APPENDIX XIV – SECTION 3	93
APPENDIX XV – CITY HOLIDAY SCHEDULE	95

GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Allowable Costs: Costs that are recognized by law, regulation, or the Agreement. A cost that is reasonable.

Amendment: An agreed addition to, deletion from, correction or modification of a document or Agreement. To revise or change an existing document; a formal revision, improvement or correction.

Assignment: Legal transfer of a claim, right, interest or property.

Audit: A detailed review and examination of records, documents and the business processes with the confirmation by outside experts of a situation or condition concluding with a detailed report of findings. A formal examination or verification of financial accounts or other business operations. Examples include financial, compliance and management audits.

Buyer: A purchaser or procurer of products and services. This title may also refer to an individual who is responsible for the procurement activities of an entity.

Capability: The ability of a bidder to fulfill the Agreement at time of award.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally does not apply to routine maintenance, repair, or operation (MRO) of existing real property.

Contract: An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. A legally binding promise, enforceable by law. An agreement between parties with binding, legal and moral force, usually exchanging goods or services for money or other considerations. Term *Agreement* is interchangeably throughout this RFP.

Contract Management: The overarching process that a governmental agency will use to ensure that the contractor has performed in accordance with the performance standards contained within the statement of work (SOW) or the Performance Work Statement (PWS). A quality assurance plan contained within the Agreement. May include: 100% Inspection, Random Sampling, Periodic Inspection, Customer Input, as well as other methodologies. May also be referred to as Surveillance. Also see Contract Administration and Surveillance.

Contractor: Any individual or business having an Agreement with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Design-Build: A delivery method for construction projects that combines the architectural, engineering, and construction services required for a project into a single contractual agreement.

Disadvantaged Business: A business owned or controlled by a majority of persons who are determined to have been deprived of the opportunity to develop and maintain a competitive economic position because of specified social disadvantage. (i.e., Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Disabled-Veteran-Owned Business Enterprise, and Small Business Enterprise)

Engineer: For this particular project the terms “City Engineer” and “Engineer” are defined to mean the City Engineer of the City of Columbia, SC, acting directly or through a duly authorized representative(s), such representative acting within the scope of particular assigned duties or authority. The duly authorized representative(s) will be referred to as the Owner’s Representative in this RFP.

Guaranteed Maximum Price (GMP): A form of agreement with a contractor in which it is agreed that the contract sum will not exceed a specified maximum.

Fee: A sum of money paid for some service.

- A. A charge or payment, usually for professional or technical services.

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Mandatory Requirements (Conditions): Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

Offeror: The person/entity who submits a proposal in response to a Request for Proposals (RFP). One who makes an offer in response to a solicitation. Term Bidder is interchangeably throughout this RFP. Also see definition of a Responsible and Responsive Offeror/Bidder.

Performance: The technical, operations, and quality characteristics of the end item.

Pre-Bid/ Pre-Proposal Conference(Meeting): A meeting held by the buyer with potential bidders/offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Principal: One who employs an agent. A person who has authorized another to act for him/her.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into an Agreement.

Responsible Bidder/Offeror: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent Agreement. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the RFP and all of its requirements, including all form and substance.

Scope of Work/Services: A detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The Scope of Work should establish a clear understanding of what is required by the buyer.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into an agreement.

Technical Specifications: Specifications that establish the material and operating requirements of products and services.

Tier Covered Transactions: Parties involved in implementing a project to include, but not limited to the Federal Government, State of South Carolina, City of Columbia, the successful offeror and subcontractors.

Unsuccessful Bidder: A vendor whose bid was not accepted for reasons of price, quantity, or failure to comply with specifications.

(Definitions above provided by the National Institute of Governmental Purchasing & Free Dictionary.com)

I. INTRODUCTION

City of Columbia Art Center Design Build Services

Sealed Proposals will be received by the City of Columbia, South Carolina, for the above titled project. This solicitation is a Request for Proposals (RFP). Proposals must be submitted in Bid Online and received no later than 11:00 AM., EST, December 12, 2016 at the *City of Columbia Procurement and Contracts Department, 4th Floor, 1136 Washington Street in Columbia, South Carolina* and by mail to *City of Columbia, Procurement and Contracts Department, 1136 Washington Street, 4th Floor, Columbia, South Carolina 29201*, Attn: RFP004-16-17-NMJ, City of Columbia Art Center Design Build Services. The City of Columbia will conduct a formal selection process to determine the best qualified offeror that meets the City's needs and budget. A selection committee will review the proposals, evaluate, and score. Top scoring firms will be short-listed and may be invited to interview (if necessary) for the project. The determination of the successful offeror will be based on a variety of criteria including, but not limited to, the expected quality of the service and its recommendations, qualifications and experience of the offeror.

A. Background

The Art Center is a community based art education (CBAE) facility funded by the City of Columbia's Parks and Recreation Department with a mission to provide affordable art education opportunities for citizens, as well as to give back to the community through outreach programs. This self-sustaining community center offers classes, workshops, and Open Studio membership, and operates on a limited budget, but also reaches deeply into the local community and military families to educate, breed hope, and healing through its outreach programs.

B. Purpose

The City of Columbia is looking for creative proposals for its new Art Center to be placed in an unfinished commercial space on the bottom floor of the Cannon Garage. Cannon Garage is the newest city parking garage located at the corner of Taylor and Sumter streets. The physical address is 1227 Taylor Street. It is the intent of this request for proposals (RFP) to select one Design Builder for turnkey services for the Art Center. The Design Builder team shall have multiple design professionals consisting of architects and engineers. Services to be provided under this contract are to be completed by April 2017. The design builder team should focus on delivering an innovative, inspirational, and engaging design, which will encourage creativity by users of the space. Previous work samples of spaces including the above characteristics should be included with your RFP.

II. SCOPE OF SERVICES

The new Art Center will feature an open studio with two classrooms that can be separated with movable room dividers/wall partitions, 2 office areas, an art gallery, kiln room, glaze room, accessible restrooms, and associated closets for storage, clay, electrical, and janitorial supplies. The outline below should be used in conjunction with the schematic design provided by the City of Columbia. Cad files are also available upon request. Various rooms should take on the shape of interesting looks and may have roofs on studio side. The City anticipates a multi-phase project. The total budget for this project is \$848,700.00 of which \$456,644.00 will need to be spent by the end of April 2017. The City doesn't anticipate getting the remainder funding until after July 2017. The City is requesting your input, on how this project should be phased in light of the funding constraints.

The projects under this solicitation may include, but are not limited to the following:

PART 1 **GENERAL DESIGN**

A. Typical Notes & Finishes Notes:

- 1) There should be a 5% contingency of the total project cost with unused amount returned to City.
- 2) Include a signage allowance of \$4,000.00 with unused amount returned to City.
- 3) The City of Columbia will purchase all equipment. See equipment list provided to assist with design and construction. (Exhibit A)
- 4) Floors shall be stained concrete with sealer.
- 5) Walls shall be durable materials with semi-gloss paint.
- 6) Ceilings shall be exposed structure painted or 2' x 2' acoustical tile system @ 10' above finish floor.
- 7) Doors shall be solid core paint grade with hollow metal frames. The standard keyway is Schlage C 5 pin. If we use I/C core that would be large format.
- 8) All door hardware shall match existing in garage spaces. Hardware finish to be brushed stainless.
- 9) Provide blocking in walls as required for shelving & equipment.

B. Open Studio

- Flooring: Decorative stained concrete with sealer & pattern w/ 3 color minimum – floor patterns should reflect studio functions.
- Wall Finishes: Variety of textures and shapes for creative interior design. Recommended materials to include glass block, metal siding, full height chalk board, tile, wood and painted gypsum board. Interior painting shall include multiple colors of a semi- gloss finish.

- Ceiling shall be exposed structure painted with Decorative Accents: Artistic panels spread throughout the facility with a theme and function. Example: cloud shape metal with led accent lighting.
- Lighting: Decorative options (See electrical (part 2) for additional specs.)
- All utility piping shall be color coded and noted for learning.

C. Office Areas

- Flooring: Stained concrete – one color
- Wall Finishes: gypsum board painted & glass block
- Ceiling @ 10' AFF: 2' x 2' Lay-in acoustical tile ceiling system
- Windows: provide view windows with blinds
- Flooring: Stained concrete – one color
- Doors: metal, full height, single light, french door with clear glass & blinds

D. Art Gallery

- Flooring: Decorative stained concrete
- Wall Finishes: clean & simple for art display
- Lighting: track & task lighting (See electrical (part 2) for additional specs)

E. Kiln Room

- Flooring: Stained concrete
- Wall Finishes: durable
- Doors: standard
- Exhaust hood – see mechanical notes

F. Clay Room

- Flooring: Stained concrete
- Wall Finishes: durable
- Doors: standard and 3'-6" x 7'-0" door to Service corridor

G. Glaze Room

- Flooring: Stained concrete
- Wall Finishes: durable
- Doors: solid wood sliding with barn door hardware

H. Restrooms – accessible

- Flooring: Tile with metal cove base trim and Schluter system
- Wall Finishes: Full height tile with metal trim
- Ceiling @ 10' AFF: 2' x 2' Lay-in acoustical tile ceiling system

- Partitions: Phenolic-core toilet compartments

I. Closets

- Flooring: Stained concrete
- Wall Finishes: durable
- Doors: standard

PART 2 **ELECTRICAL**

Work shall comply with all federal, state and local adopted codes and ordinances. These include but are in no way limited to:

1. NFPA 101
2. NFPA 70 (NEC) - 2014
3. NFPA 72 - 2015
4. IBC - 2012
5. IECC - 2009
6. IFC - 2012
7. ANSI/ASME A17.1
8. ASME
9. ADA
10. OSHA
11. Requirements, adopted Codes and Ordinances of the municipality and AHJ.

A. Modifications to Power Distribution to Space (Reference City Center Development Project Electrical Drawings and Field Conditions):

- Demolish existing panel RAL1 and conductors to RACB. Cap raceways in space. Turn off RACB and remove meter, provide blank cover for meter enclosure.
- Provide 400A feed through meter at location for future "RBCB."
- Provide 400A/3P enclosed circuit breaker for RBCB.
- Provide 400A/3P main circuit breaker two section (84 circuit) panel RBL1 in new electrical room for Art Center. Provide circuit breakers to accommodate Owners equipment, HVAC equipment, water heating equipment, receptacle branch circuits and lighting branch circuits.
- Intercept and extend existing 4" C from RBCB location to panel RBL1 location. Install 4#600 KCMIL conductors, #1/0 GND from RBCB to wire trough, #3 GND from RBCB to RBL1.
- Demolish all other electrical system elements in space. Re-use fire alarm system components where applicable.

B. Panelboards and Enclosed Circuit Breakers

- Panelboards and enclosed circuit breakers shall be by Eaton to match existing equipment.
- Bussing shall be solid copper.
- Provide full size neutral buss.
- Provide ground bus.
- All circuit breakers shall be bolt-on type, HACR as required.
- Provide engraved nameplates for each panelboard. Provide type-written directories inside of each door. Each nameplate shall include panel name, amperage, AIC rating and feeder description. Nameplates for normal panelboards shall be black with white lettering.
- AIC ratings shall be as required by Engineer of Record based on available utility fault current at secondary lugs of servicing transformer.

C. Disconnect (Safety) Switches

- Provide disconnects for all equipment as required by NEC and at all motor loads, HVAC equipment (including VAV boxes), water heating equipment, etc.
- Disconnects to be fusible, heavy duty type.
- Provide fuses per equipment requirements.
- Enclosures shall be NEMA 3R outdoors and in wet locations, NEMA 1 elsewhere.
- Provide engraved nameplates for each disconnect. Each nameplate shall include equipment serviced, amperage, fuse rating, source and feeder description. Nameplates shall be black with white lettering.

D. Raceway

- All conductors shall be installed in conduit. Communications (telephone and data) shall be installed in raceway, device locations as directed by Owner.
- Feeders: Intermediate metallic conduit (IMC) or GRS for 1 ¼ and larger and/or passing between floors. Electrical metallic tubing 1” and less and not below slab. Bituminous coating for GRS and IMC below slab.
- Branch Circuits: EMT, IMC, GRS. In or under concrete floors, same as feeders.
- Outdoors Exposed: IMC, GRS (with exception of connections to mechanical equipment which may be flexible watertight conduit).
- Connections to rotating or vibrating equipment to be flexible metal conduit, not to exceed three feet in length.
- All EMT fittings to be steel compression type, no set screw. Provide insulated throat fittings.
- All conduits 1” and larger shall have grounding bushing bonding conduit to enclosure.
- Backboxes shall be minimum 4” square minimum.

- All communications raceway minimum $\frac{3}{4}$ ".
- Provide pull string in all empty or spare conduit.
- Provide blank cover plates on all empty/spare boxes.

E. Wire and Cable

- Wire is to have a minimum insulation rating of 600 volts. Where used in 50 volts or below applications 300 volt minimum.
- To be electrical grade annealed copper, tinned if rubber insulated.
- Minimum #12 AWG for branch circuits.
- Conductors for lighting and receptacle loads may be solid 12 or 10 gauge as required. Conductors for motor loads, heating loads, controls and 8 gauge or larger shall be stranded.
- Type THHN/THWN - Flame retardant: Heat-resistant thermoplastic insulation, nylon jacket rated for 90 C dry/75C wet operation shall be used for branch circuit wiring.
- Use type THHN/THWN or RHW or XHHW, rated for 90 degrees C, for feeder circuits.
- Use type XHHW or THWN rated for 90 degrees C for all circuits in wet and damp locations.
- Color Coding:
 - 120/208 volts code
 - Phase A - Black.
 - Phase B - Red.
 - Phase C - Blue.
 - Neutral - White.
 - Ground - Green.
- Make all connections, splices, and taps and joints with solderless devices, mechanically and electrically secure. Protect exposed wires and connecting devices with electrical tape or insulation to provide insulating properties and protection not less than that of the conductor insulation.

F. Fire Stop

- Provide UL listed fire proofing system for all penetrations to rated walls, floors, etc.

G. Grounding

- It is the responsibility of the electrical contractor to include in bid all work required to comply with grounding requirements. Verify existing grounding including ground resistance and include in bid all work required for a maximum of 10 ohms resistance to ground at service equipment.

- All new ground rods (if required) shall be 3/4" x 10' copper clad. All ground connections including any splices shall be thermoweld type, mechanical connections are not permitted.
- All branch circuits, feeders, etc shall contain a green grounding wire.
- Raceway is not considered an acceptable path to ground.

H. Devices

- All devices shall be best specification grade, color per architects requirements.
- Receptacles shall be 5-20R unless otherwise noted.
- All wiring devices shall be by the same manufacturer.
- Provide GFI receptacles as required by code and within 6' of any water source.
- A GFI receptacle shall not be permitted to protect a non-GFI receptacle. Where GFI protection is required, each receptacle shall be GFI type.
- Cover plates shall be oversized, thermoset.
- Switches shall be rated at 120-277V 20A heavy duty type.
- See space by space notes below for specific devices for each area.

I. Surge Protective Devices

- Provide surge protective devices at any new branch circuit panelboards.
- Surge protective devices shall be stand alone and not integral to equipment.
- Applicable standards and testing: UL 1449, UL 1283, UL 67, NEC 2005, IEEE C62.41.2 and C62.41.2-2002.
- For branch circuit panelboards, all modes of protection, surge capacity of 115kA.
- Surge protective devices shall not employ the use of current limiting fuses.

J. Fire Alarm System Extension

- Fire alarm system match and be fully compatible with the existing system.
- Provide horn and horn strobe coverage as described below and as required by IBC and NFPA 72.
- Provide pull stations at all exits to the space.
- Provide duct smoke detectors for new HVAC equipment as required by equipment CFM, applicable Codes and Mechanical Engineer. Duct smoke detectors shall be furnished by Electrical Contractor or Fire Alarm Vendor, installed by Mechanical Contractor, wired by Electrical Contractor or Fire Alarm Vendor.
- Include in quotation submittal of full shop drawings as required by NFPA 72, the AHJ and including decibel (dB) calculations for each space.
- See space by space notes below for specific devices for each area.

- Provide fire alarm annunciator panel at main entry to space.

K. Low Voltage Communications Systems Raceway

- Provide raceway as described above for telephone and data cabling systems.
- Provide raceway as required for low voltage systems by Others as required by Owner's Vendor.
- Provide 4'x8' telecommunications backboard. Extend existing telephone and cable raceways to the space to the telephone board location. Board shall be flame resistant ¾" plywood or painted in fire retardant paint. Provide B-Line SB476K busbar kit and #6 GND in 1" C to service ground.

L. Lighting Control Systems

- All areas/spaces shall be controlled by a combination of wall mounted switched and occupancy sensing devices. See space by space notes below for criteria for each area. All occupancy sensing devices shall be dual technology unless noted otherwise

M. Interior Lighting Systems

- New interior lighting systems shall be LED with a CRI of 85 or greater.
- See space by space notes below for specific fixture types for each area.
- New emergency egress and exit lights will be installed to comply with current codes. The fixtures will be integral battery type with a minimum of 90 minute reserve capacity. All units shall feature self-diagnostics.
- Lighting fixture color temperature should be 3500K.

N. Electrical Work for Mechanical Systems

- Electrical contractor shall provide all electrical work for the demolition of existing and installation of new mechanical systems included in the overall scope of the project. See Mechanical Schematic Narrative for further information.

O. Electrical Work for Other Systems

- Electrical contractor shall provide branch circuits for all Owner equipment, new and relocated from the existing facility. See equipment list (Exhibit A). Circuit breakers, conductors, disconnect switches, etc. shall be sized according to the load and per NEC.
- Electrical contractor shall provide buck/boost transformers for loads with voltages differing from available facility voltage. Provide all associated raceways, conductors, disconnects, etc.

P. Specific Area Requirements

- .Open Studio
 1. Provide four electric cord drops, each with a GFCI protected quadruplex outlet and strain relief at each end of the cord. Outlet should be suspended at approximately table top height.
 2. Provide convenience outlets along open walls on any wall over 6' in width and with a minimum spacing of 12' on center. Provide a quantity of 6 data drops to be located per Tenant's direction.
 3. Provide high wall mounted occupancy sensing devices in area, locate to avoid field of view obstructions. Provide manual override switching with 0-10V dimming.
 4. Lighting shall be linear pendant hung LED fixtures. Generally Corelite RZL-WL-L35-D. Provide E option for emergency lighting units.
 5. Horizontal illumination at countertop height should be capable of reaching 100 footcandles (FC) on work surfaces.
 6. Provide full fire alarm notification coverage for this area. Provide pull stations at exits.
 7. Provide exit signs at exits and additional signs so that an exit sign can be viewed from any location in this space.

- Office Spaces
 1. Provide one duplex receptacle on each wall.
 2. Provide two data drops, located per tenants direction.
 3. Provide wall mounted two relay occupancy sensor switches.
 4. Lighting shall be Metalux 24CZ-LD4-L835-SD or equivalent.
 5. Horizontal illumination at 30" AFF should be 50 FC average for the space.

- Art Gallery
 1. Provide four duplex receptacles and two data drops along 19' wall.
 2. Provide two duplex receptacles and one data drop along each side wall.
 3. Provide high wall mounted occupancy sensors and wall mounted dimmer switches for lighting control.
 4. Lighting shall be track lighting, LED heads. Quantity of heads to provide a minimum of 60 FC on any wall in space to 18" above floor and a minimum of 10 FC at floor level.
 5. Track lighting shall be Halo L808 heads on single circuit track, minimum of three track sections (one per side wall, one along back wall). Each section dimmed independently of the others via wall mounted dimmers.
 6. Provide exit sign at exit door.
 7. Provide fire alarm pull station at exit door.
 8. Provide fire alarm notification coverage for this area.

9. Provide unit battery type emergency egress lighting for this area. LED heads, wall mounted. Sure-Lites SEL25 or equivalent, quantity as required.
- Kiln Room
 1. Provide two duplex receptacles in room.
 2. Provide wall mounted occupancy sensor switch.
 3. Lighting shall be linear pendant hung LED fixtures. Generally Metalux SNLED-LD4 with clear lens, structure mounted or pendant hung.
 4. Horizontal illumination at 30" AFF should be 50 FC average for the space.
 5. Provide power connections and local disconnecting means for kilns.
 6. Provide fire alarm strobe.
 - Clay Room
 1. Provide two duplex receptacles in room.
 2. Provide wall mounted occupancy sensor switch.
 3. Lighting shall be linear pendant hung LED fixtures. Generally Metalux 4VT2-LD4 with clear lens, structure mounted or pendant hung.
 4. Horizontal illumination at 30" AFF should be 50 FC on work surfaces for the space.
 5. Provide unit battery type emergency egress lighting for this area LED heads, wall mounted. Sure-Lites SEL25 or equivalent, quantity as required.
 6. Provide power connections for Tenant provided equipment.
 7. Provide fire alarm strobe.
 8. Provide pull station at exit door.
 9. Provide exit sign at exit door.
 - Glaze Room
 1. Provide two duplex receptacles per wall in room.
 2. Provide two data drops in room to be located by Tenant.
 2. Provide ceiling mounted occupancy sensor switch.
 3. Lighting shall be linear pendant hung LED fixtures. Generally Metalux 4VT2-LD4 with clear lens, structure mounted or pendant hung.
 4. Horizontal illumination at 30" AFF should be 75 FC on work surfaces for the space.
 5. Provide unit battery type emergency egress lighting for this area LED heads, wall mounted. Sure-Lites SEL25 or equivalent, quantity as required.
 6. Provide power connections for Tenant provided equipment.
 7. Provide fire alarm strobe.

- Kiln Alcove
 1. Provide one duplex receptacle in room.
 2. Provide wall mounted occupancy sensor switch.
 3. Lighting shall be linear pendant hung LED fixtures. Generally Metalux SNLED-LD4 with clear lens, structure mounted or pendant hung.
 4. Horizontal illumination at 30” AFF should be 30 FC average for the space.

- Janitor
 1. Provide one duplex GFCI receptacle in room.
 2. Provide wall mounted occupancy sensor switch.
 3. Lighting shall be linear pendant hung LED fixtures. Generally Metalux SNLED-LD4 with clear lens, structure mounted or pendant hung.
 4. Horizontal illumination at 30” AFF should be 30 FC average for the space.

- Restrooms (each)
 1. Provide one duplex GFCI receptacle in room at sink.
 2. Provide ceiling mounted occupancy sensor, ultrasonic.
 3. Provide wall mounted manual light switch.
 4. Connect exhaust fan to operate with room lights.
 5. Lighting shall be Metalux 24CZ-LD4-L835-SD or equivalent. Provide integral emergency function for one fixture nearest door.
 6. Horizontal illumination at floor should be 20 FC average for the space.
 7. Provide fire alarm strobe.

PART 3

MECHANICAL

- **General**
 - Standards and Design Materials:
 1. International Mechanical Code, 2015 Edition
 2. International Fire Code, 2015 Edition
 3. International Plumbing Code, 2015 Edition
 4. International Fuel Gas Code, 2015 Edition
 5. National Fire Protection Association, most current
 6. 2014 National Electric Code
 7. South Carolina Department of Health and Environmental Control
 8. American Society of Heating, Refrigeration and Air Engineers, most current editions.
 - a. Local Codes.
 - Design Conditions:
 1. Heating; +24 F. outdoors, maintain designated room temperature.

2. Cooling; +92.7F. dry bulb and +75.2F. wet bulb outdoors, maintains designated room temperature.
- All equipment and material to be specified using three manufacturers unless the Owner has other established standards.
 - Electrical Work:
 1. Electrical work: wiring to be performed by electrical contractor. All wiring shall be copper. Magnetic starters shall be provided for all 3-phase motors one-half horsepower and over. Motors less than one-half horsepower shall be single phase. Overload protection on all motors. Provide reduced voltage starters on all motors over 25 horsepower. All motors shall be of the high efficiency type. Electrical contractor shall do all power wiring and the Mechanical contractor shall furnish and install control wiring.
- **Ventilation and Air Conditioning**
 - General
 1. Air Conditioning
 - a. All conditioned spaces shall be heated and cooled by a VRV type system with heat recovery equal to Daikin VRV IV. Indoor units shall be ducted type with air filtration and shall be supported by the roof structure. Condensing units shall be located on the floor of the parking deck structure above. System shall be provided with integral controls equal to I-touch controller system by Daikin.
 - b. All conditioned spaces shall be designed to maintain 72°F / 50% rh. Summer and 68°F Winter.
 2. Outside Air/Make-up Air
 - a. All outside air to meet minimum ventilation or exhaust make-up air requirements shall be supplied by a dedicated DX split system type unit installed between the ceiling cap and the parking deck structure above or hung from structure in the space with ducted intake to the outdoors. Condensing units shall be located on the floor of the parking deck structure above. “Provide duct smoke detectors as required by the Mechanical Engineer and governing Codes. Duct smoke detectors are to be furnished by electrical, installed by mechanical and wired by electrical. Air shall be brought in from existing louvers mounted on the front of the building. Airflows shall meet minimum, code required ventilation rates.

C. Room Criteria:

- Offices
Provide heating and cooling with a ducted or ductless type VRV Air handler.

- Open Studio
 1. Provide heating and cooling with a ducted type VRV Air handler.
 2. Ductwork shall be exposed spiral duct.
 3. Provide additional return air filter box to protect unit from pottery dust particulates.

- Classrooms
 1. Provide heating and cooling with a ducted type VRV Air handler.
 2. Ductwork shall be exposed spiral duct.
 3. Provide additional return air filter box to protect unit from pottery dust particulates.

- Art Gallery
 1. Provide heating and cooling with a ducted type VRV Air handler.
 2. Ductwork shall be exposed spiral duct.
 3. Provide additional return air filter box to protect unit from pottery dust particulates.

- Restrooms
 1. Each Restroom shall be exhausted per applicable codes
 2. Provide heating, cooling from VRV system.

- Kiln Room
 1. Provide ventilation and make-up air for 3 Electric kilns to be installed in space. Interlock make-up air with kiln hood operation
 2. Each Kiln shall be provided with a source capture type hood. Hoods shall be exhausted to an area outside the building that meets applicable codes and does not create objectionable or noxious odors.
 3. Room shall be heated with electric heat.

- Glaze Room
 1. Provide ventilation and conditioned make-up air for a paint booth to be provided by the owner.
 2. Provide ventilation and conditioned make-up air for a Sanding booth to be provided by the owner.

3. Exhaust fans for paint and sanding booth shall be spark proof.
4. Paint and Sanding booths shall be exhausted to an area outside the building that meets all applicable codes and does not create objectionable or noxious odors. Possible exhaust termination point is exterior wall above center ramp on the East side of building. Verify code allows termination at this or alternate locations.
5. Paint booth ductwork shall be stainless steel and shall be fire wrapped to termination point if necessary.

- Electrical room
Provide ventilation.
- Clay Room
Provide heating and cooling from VRV system.

D. Hangers and Supports for HVAC Piping and Equipment

- Copper clevis hangers for refrigerant tubing and condensate drain lines.
- Trapeze hangers for ductwork, anchored to structure above
- Seismic restraints for ductwork larger than 12-inches wide
- Seismic hangers and vibration isolation for air handling units

E. Identification for HVAC

- Pre-tensioned pipe labels for refrigerant and condensate lines
- Plastic equipment tags and duct labels

F. Testing, Adjusting and Balancing

- Certified T&B (AABC or NEBB), +/- 10% tolerance, all airside and DX equipment

G. HVAC Insulation

- Fiberglass batt with FSK, all duct, minimum 2-inches thick
- Ductwork installed in exposed spaces shall be provided with aluminum jacketing.

H. Instrumentation and Control

- Controls furnished with VRV system.
- General exhaust fans – Time clock

- Make-up air and specialized exhaust fans – interlock with equipment.

I. Ductwork

- Single wall galvanized or aluminum low pressure duct
- Double wall spiral galvanized low pressure round duct primed for painting
- Mastic all joints and seams as required
- Paint Booth exhaust – Stainless Steel.
- Volume dampers at spin-ins
- Turning vanes at all 90-deg elbows

J. Diffusers, Registers, Grilles

- 4-way blow, aluminum white lay-in diffusers
- Perforated face return grilles (ducted return system), aluminum.
- Perforated face exhaust grilles (ducted), aluminum.
- Duct Mounted sidewall diffusers

PART 4
PLUMBING AND FIRE PROTECTION

A. General

- Standards and Design Materials:
 1. International Plumbing Code, 2015 Edition
 2. International Mechanical Code, 2015 Edition.
 3. International Fire Code, 2015 Edition
 4. National Fire Protection Association, most current
 5. Local Codes.
- All equipment and material to be specified using minimum three manufacturers unless the Owner has other established standards.
- Electrical Work:
 1. Electrical work: wiring to be performed by electrical contractor. All wiring shall be copper.

B. Domestic Water Piping:

- Domestic water piping to solvent weld CPVC piping.
- Joints and connections to be solvent weld.
- Connect to existing domestic water service with double check valve backflow preventer located interior of building.
- Distribution shall be above ceiling.
- Provide full port ¼ turn ball valves.

- 1” thick insulation for domestic cold, hot and recirc piping.
- C. Waste & Vent Piping:**
- Above and below slab new waste and vent piping to be Sch. 40 PVC solvent weld joints.
 - Connect to existing below slab cast iron sanitary waste service.
 - Connect to existing above ceiling cast iron vent piping.
 - ProSet trap guards or similar provided for floor drains and hub drains.
- D. Storm drainage:**
- Existing system cast iron storm piping shall remain.
 - Reroute as necessary for coordination.
- E. Domestic Water Heating:**
- Water heater / storage tank:
 1. Electric Water heater.
 - i. (1) @ approx. 40-50 gallon
 2. Non-ASME expansion tank
 - Provide hot water recirculation system with aqua-stat and timer.
 - Floor drain to accompany domestic water heater.
- F. Plumbing Fixtures and Equipment:**
- Water closets shall be floor mounted flush valve type.
 - Public Lavatories shall be wall counter mounted Vitreous China. Manual mixing faucets. Other lavatories shall be wall mounted Vitreous China manual mixing faucets
 - Utility sinks shall be stainless steel free standing type similar to Advance Tabco 600 series square corner scullery sink. Owner has the option to add drain board. Manual mixing faucets.
 - Mop sink shall be molded stone square type.
 - Deep seal p-trap floor drains
 - Provide Buffalo Brand or similar solids interceptors below clay sinks.
 - Bi-level ADA electric water coolers with filters and bottle fillers.
 - Full size floor and wall sanitary cleanouts.
 - Interior hose bibbs.
 - ADA height fixtures are provided where necessary.
 - Emergency eyewash and mixing valve.
- G. Room Criteria:**
- Offices
No plumbing fixtures.

- Open Studio
 1. Provide (2) free standing stainless steel sinks with manual mixing faucet.
 2. Faucets shall have garden hose thread spouts.
 3. Provide Buffalo Brand or similar clay trap below sinks.
 4. Studio shall have a (2) deep basin floor sinks with removable sediment bucket.
 5. Provide escutcheons and sealant for wall penetrations.

- Classrooms
 1. Provide bi-level ADA water cooler.
 2. Classrooms shall have a deep basin floor sink with removable sediment bucket.
 3. Provide escutcheons and sealant for wall penetrations.

- Ladies Restrooms
 1. Restroom shall receive (2) floor mounted waterclosets.
 2. Flush valves shall be hard wired hands free automatic type similar to Moen M-POWER series. Provide control box and low voltage adapter.
 3. Provide counter mounted public use lavatories with hands free automatic faucets. Provide cord and plug adapter for faucets.
 4. Provide adjustable ASSE 1070 point of use mixing valve for automatic faucets similar to Moen 104451.
 5. Provide narrow wall hose bibb below counter mounted lavatories.
 6. Provide square top floor drain.
 7. Provide escutcheons and sealant for wall penetrations.

- Mens's Restroom
 1. Restroom shall receive (1) ADA floor mounted watercloset.
 2. Provide (1) ADA height wall mounted urinal
 3. Flush valves shall be hard wired hands free automatic type similar to Moen M-POWER series. Provide control box and low voltage adapter.
 4. Provide counter mounted public use lavatories with with hands free automatic faucets. Provide cord and plug adapter for faucets
 5. Provide narrow wall hose bibb below counter mounted lavatories.
 6. Provide square top floor drain.
 7. Provide sanitary wall cleanout as necessary.
 8. Provide escutcheons and sealant for wall penetrations.

- Glaze Room

1. Provide free standing stainless steel sink with manual mixing faucet.
 2. Faucet shall have a garden thread spout.
 3. Provide Buffalo Brand or similar clay trap below sink.
 4. Provide escutcheons and sealant for wall penetrations.
- Janitor room
 1. Provide floor mounted mop sink, with stainless steel wall guard and manual mixing faucet. Seal gap between wall and basin with silicone caulking.
 2. Provide electric water heater floor or wall mounted with approved bracing.
 3. Provide fractional HP hot water recirculation pump with aquastat and timer.
 4. Locate double-check valve and main domestic water valve for renovation project.
 5. Provide main domestic water system drain and discharge to mop sink.
 6. Provide escutcheons and sealant for wall penetrations.
 - Art Gallery
 1. Existing overhead cold water piping and exterior hose bibb shall remain.
 2. Existing overhead 3" cast iron V.T.R shall remain as connect to existing location for new sanitary vent piping.
 - Electrical Room

No domestic water piping shall be routed over the electric room or associated panels.
 - Kiln Room
 1. Provide wall mounted ANSI Z358.1 compliant emergency eyewash basin with signage.
 2. Provide emergency thermostatic mixing valve with thermostat and surface mounted stainless steel mounting box.
 3. Provide escutcheons and sealant for wall penetrations.
- H. Fire Protection System:**
- Piping:
 1. Fire Protection piping shall be schedule 10 or schedule 40 seamless black steel.
 2. Piping shall be in accordance with ASTM A53.

3. Fittings shall be grooved mechanical couplings.
 4. Sprinkler heads shall be automatic type. Provide concealed pendant or upright.
- Calculations:
 1. Provide updated flow test from nearest fire hydrant.
 2. Provide flow test evaluation and hydraulic calculations per NFPA 99.
 3. Hazard category shall follow guidelines of NFPA 99.
 - Design:
 1. Provide connection to existing fire protection piping.
 2. Sprinkler head layout shall coordinate with reflected ceiling plan and follow guidelines of NFPA 99.

PART 5

DELIVERABLES:

The City desires the following deliverables as a result of this project:

DESIGN – DB (DESIGN BUILD)

DB Schematic design analysis/plan

DB design development documents

100% Draft DB construction documents

Written Responses to the 100% draft DB construction documents review comment (PDF & MS-Excel)

Approved construction documents consisting of signed and sealed construction drawings

DB technical specification (PDF & MS-Excel)

Copies of required permits and approval letters

Design calculations (PDF)

CONSTRUCTION

Contract price schedule

Construction Permits

Submittal list as outlined in approved plans and specs

Construction testing per approved plans and specs

Closeout and Operation & Maintenance (O&M) requirements

As-built drawings (Electronic CAD & 3 sets full size paper 8 ½ X 11 or bigger)

Notes:

Existing Garage Floor Plan and Concept design (Exhibit B) to be provided by the City of Columbia.

III. DESIGN BUILDER RESPONSIBILITIES

- A. The Services performed by the Design Builder, its employees, and consultants as enumerated herein.
- B. For practical purposes, the Work shall be considered to be the Art Center. The Design Builder shall manage the Project. Financial and other records shall be maintained by Design Builder. Project schedules, including milestones, such as Substantial and Final Completion, and start of warranties will be required.
- C. The Design Builder's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progression of the Project.
- D. The Design Builder shall utilize the schedule(s) submitted with its GMP Cost Proposal and approved by the Owner. The schedule(s) shall include allowances for periods of time required for the Owner's review and approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by the Owner shall not be exceeded by the Design Builder or Owner except for reasonable cause.
- E. The Design Builder shall designate a representative responsible for the day-to-day management who shall be the Owner's primary contract during design and construction phases of the Project. The designated representative shall be authorized to bind the Design Builder in all matters related to design/build Services.
 - 1. The Design Builder shall designate representatives from its design professionals to act on behalf of the Design Builder with respect to professional design services.
 - 2. The Owner shall at all times have reasonable access to the personnel of the Design Builder, to include design professionals, relating to the Project throughout the duration of the Project.
- F. The Design Builder may refine the project organization, based on information submitted during the RFP process. The consultants presented by the Design Builder as part of the selection process and approved by the Owner shall be the consultants used for the Project. The Design Builder shall not substitute any consultant without the consent of the Owner.
- G. The Design Builder shall review and evaluate the information provided by the Owner and advise the Owner of any additional information required by the Design Builder for completion of the Project.

- H. The Design Builder shall investigate existing site conditions.
- I. The Design Builder shall provide the Owner with a set of record plans for the Project, showing any significant changes in this portion of the Work made during construction, based on marked-up prints, plans and other data.

The Design Builder shall prepare and submit all required applications and plans to all regulatory authorities having jurisdiction. The Design Builder shall revise and resubmit applications and supporting documentation as required to resolve comments received from such governmental authorities. The Owner shall assist in the application process as necessary.

- J. The Design Builder, or its consultants, shall prepare and distribute conference memoranda, meeting minutes, summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the Project.
- K. The Design Builder shall provide the professional design services described herein. Required design disciplines include, but are not limited to, Structural, Architectural, Mechanical, Plumbing, Electrical, Fire Protection, Low Voltage (including Communications, IT, Security, Audio- Visual), and Interior Design (fixed and movable FF&E).

Design Builder team members must be appropriately licensed in the State of South Carolina. All studies, reports, drawings, and specifications must be prepared, signed, and sealed by a South Carolina registered professional architect, professional engineer, or the appropriate qualified professional in accordance with all applicable laws of the State of South Carolina.

- L. The Design Builder shall manage the Design/Build Services so as to ensure the Project and the Work can be constructed for an amount that is within the Design Builder fees and Guaranteed Maximum Price (GMP).

PRE-DESIGN AND SCHEMATIC DESIGN PHASE SERVICES:

- A. The Design Builder shall review the Manual, schedule, and other Owner provided information to ascertain the requirements of the Project.
- B. The Design Builder shall provide a preliminary evaluation of Owner provided information and shall discuss with the Owner alternative approaches to design and construction of the Project. The Design Builder shall provide cost and constructability input to the Owner to help with the evaluation these items. The Design Builder shall arrive at a mutual understanding regarding incorporation of the alternative approaches with the Owner.

- C. The Design Builder shall utilize the Owner provided programming included in the Manual. The programming provided to the Design Builder will be complete.
- D. It is anticipated that the Design Builder will conduct multiple meetings with the Owner as part of the schematic design process.
- E. The Design Builder shall prepare Schematic Design Documents for presentation based on information contained in the Manual, other Owner provided information, and incorporation of Owner approved alternative design approaches. The Schematic Design Documents shall include drawings and other documents including, but not limited to, floor plans, sections, interior elevations, and shall include some combination of study models, perspective sketches, or digital modeling. Schematic Design Documents shall also include Schematic Design narratives and outline specifications illustrating and describing the architectural, electrical, mechanical, structural, and building and support systems.
- F. The Schematic Design Documents, and the Guaranteed Maximum Price, shall be submitted for review, comment, and approval by the Owner.

GUARANTEED MAXIMUM PRICE:

- A. The Design Builder will prepare its GMP Proposal and submit the Proposal to the Owner for review to be submitted with proposal.
 - 1. The GMP Proposal shall include a written description of how it was derived and what is included, such as approved alternative design approaches and assumptions made by the Design Builder in the GMP Proposal.
 - 2. The Contract for full description of requirements regarding the GPM.
- B. Concurrently with the GMP Proposal, the Design Builder shall prepare and submit a Critical Path Method (CPM) milestone schedule.

DESIGN DEVELOPMENT PHASE:

- A. Based on the approved schematic design documents, any adjustments authorized by the Owner in the program, schedule, or construction budget, and incorporation of Owner approved input items; the Design Builder shall prepare Design Development Documents. The Design Development Documents shall consist of drawings and other documents including site plans, floor plans, sections, elevations, finish schedules, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project including, architectural, structural, mechanical, electrical, fire protection, low voltage systems, materials and such other elements as may be

appropriate, and shall also include some combination of study models, perspective sketches, or digital modeling. The Design Development Documents shall also include specifications, developed to a point where major materials and systems are identified and their quality levels are established, and furniture and finishes color and materials presentation board(s).

1. The Design Development Documents shall incorporate the accepted resolution of all Owner comments on the Schematic Design Document submittal.
- B. The Design Development Documents shall be submitted for review, comment, and approval by the Owner. The Design Development Documents shall be revised to incorporate Owner review comments.
- C. The Design Builder shall attend and facilitate one (1) City Staff meeting to present the Owner approved Design Development Documents, i.e., the final design of the Project. The Design Builder design professional shall make presentations, lead discussions, and answer questions. The Design Builder shall prepare meeting minutes.

CONSTRUCTION DOCUMENT PHASE:

- A. Based on the approved Design Development (Basis of Design) Documents and any further adjustments authorized by the Owner in the scope or quality of the Project, or resulting from the negotiation on, and establishment of, the GMP, the Design Builder shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
1. The Construction Documents shall incorporate the accepted resolution of all review comments from the Owner and other authorities having jurisdiction on the Design Development Documents. The Construction Documents shall include the application of all professional seals as required by South Carolina laws and regulations, and ready for bidding without further modification.
 2. The construction documents shall include drawings and specifications from all required disciplines listed in Design Builder Responsibilities above.
 3. Should the Design/Builder elect to “fast track” elements of the Work within a Project, the Design Builder shall submit these fast track permit sets separately as they occur as interim submittals for Owner review and approval.
- C. Provide intermediate (75%) and one hundred (100%) construction document submittals for Owner review, comment, and approval. Provide a final construction document submittal of documents sealed, signed and dated, ready for permitting. Submittals shall include construction documents, drawings and specifications, developed to a level consistent with submittal.

1. The 75% submittal shall also include FF&E cut sheets, updated furniture and finishes color and materials presentation board(s).
 2. The DESIGN BUILDER shall incorporate the 75% review comments into the 100% submittal. The 100% submittal shall also include the statement of special inspections.
 3. The DESIGN BUILDER shall incorporate the 100% review comments into the final submittal.
- D. Make presentations to council/project manager as required. Obtain approvals from review and permitting authorities (local planning & building department, and South Carolina Department of Health and Environmental Control (SC-DHEC), etc.).

CONSTRUCTION PHASE SERVICES:

- A. The Design Builder, and its design consultants, shall provide administration of Construction Phase Services as enumerated herein.
- B. The Design Builder, and its design consultants, shall continue to advise and consult with the Owner during Construction Phase Services.
- C. The Design Builder, and its design consultants, shall attend pre-construction and pre-installation conferences, preparatory meetings for major components and systems, and progress meetings as required.
- D. Review, comment, and recommend approval of shop drawing and submittals.
- E. Conduct periodic site walkthroughs and provide site observations and/or inspections as further described in Section X below or as required by the “Statement of Special Inspections”.
- F. The Design Builder design consultants shall resolve design issues that arise in the field, and prepare supplemental instructions and sketches as required.
- G. Provide substantial and final completion inspections and prepare punch lists.
- H. Review and approve the “Final Report of Special Inspections”.
- I. The Design Builder shall provide full time Superintendents for the Project.

EVALUATIONS OF THE WORK:

- A. The Design Builder design consultants shall visit the site weekly, or as otherwise agreed, to become generally familiar with the progress and quality of the portion of the Work completed, to endeavor to guard against defects and deficiencies in the Work, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the construction documents.
1. The Design Builder, and its design consultants, shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the construction documents and from the most recent construction schedule submitted by the Design Builder, (2) defects and deficiencies observed in the Work, and (3) the Design Builder's plan to correct said defects and deficiencies.
 2. Site visits shall be made by representatives of the Design Builder design consultants who are knowledgeable of the Project requirements, competent in design and construction in each discipline having work in current progress.
 3. The Design Builder shall submit to the Owner, no later than three (3) calendar days after each visit, a written report of its and its consultants' periodic visits, its findings and the status of the Project.
- B. The Owner has the right to reject Work that does not conform to the construction documents. Whenever the Owner considers it necessary or advisable, the Owner shall have the authority to require inspection or testing of the Work in accordance with the provisions of the construction documents, whether or not such Work is fabricated, installed or completed.
- C. Interpretations and decisions of the of the Design Builder design consultants shall be consistent with the intent of and reasonably inferable from the construction documents and shall be in writing or in the form of drawings.

CERTIFICATES FOR PAYMENT:

- A. The Design Builder shall submit applications for payment. The Design Builder design consultant's shall certify the application for payment, and said certification shall constitute a representation to the Owner, based on the Design Builder design consultant's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Design Builder design professional's knowledge, information and belief, the portion of the Work for that Project has progressed to the point indicated and that the quality of the Work is in accordance with the construction documents.
- B. The Design Builder shall maintain a record of the Applications and Certificates of

Payment.

SUBMITTALS:

- A. The Design Builder shall provide a collaborative, secure online document management service for exchanging, reviewing, approving, and archiving construction submittals including shop drawings, product data, RFI's, schedules, and other types of routine construction correspondence and communications. The service shall be available for use by designated Owner representatives, the Design Builder, Design Builder consultants, contractors, subcontractors, and other project stakeholders. Archived data for this project will be turned over to the Owner at Final Completion. The service will be set up with a separate account for each Project.
- B. The Design Builder's submittal schedule for this Project shall be available for review and approval, within ten (10) days of start of construction.
- C. The Design Builder, its design consultants, contractors, subcontractors, and other project stakeholders shall take action in review in submittals in accordance with the approved submittal process.
- D. Design Builder Design Consultants shall review and recommend approval to the Owner or take other appropriate action upon the Design Builder submittals such as shop drawings, product data and samples. The Owner shall have final approval authority on submittals to release them for construction. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, qualities, and installation or performance of equipment or systems, which are the responsibility of the Design Builder.
- E. The Design Builder Design Consultants shall review and respond to requests for information about the construction documents. If appropriate, the Design Builder Design Consultant shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

CHANGES IN THE WORK:

- A. The Design Builder may recommend to the Owner, for its approval, minor changes in the Work that are consistent with the intent of the construction documents and do not involve an adjustment in the Construction Contract Sum or an extension of the Contract Time.
- B. In the event of Owner directed changes or weather-related time extensions, the Owner's staff shall prepare Change Orders and Construction Change Directives, as appropriate, for

the Design Builder and Owner approval and execution in accordance with the construction documents.

- C. The Design Builder shall maintain records relative to changes in the Work.

PROJECT COMPLETION:

- A. When the Design Builder believes a Project to be substantially complete, it shall notify the Owner in writing. The notification shall be accompanied by a deficiencies list, enumerating all outstanding or incomplete items.
- B. The Owner shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion of the Project and of the Work; and issue Certificates of Substantial Completion.
1. The Design Builder's Design Professionals shall cooperate in inspections conducted by the Owner to check conformance of the Work with the requirements of the construction documents and to verify the accuracy and completeness of the deficiencies list submitted by the Design Builder to be completed or corrected.
 2. When the Owner finds the Project to be substantially complete, the balance of its Construction Contract Sum shall be paid to the Design Builder, excluding the amount to be retained from the Construction Contract Sum, if any, for Final Completion or correction of the Project.
- C. Once Substantial Completion of the Project is achieved, Design Builder shall submit, for the Owner's review and records, the following information: (1) written warranties; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waiver of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor by the construction documents.
- D. When the Owner agrees that the Project is complete and all required documentation has been received, it will be deemed to have achieved Final Completion, and the balance of its Construction Contract Sum shall be paid the Design Builder, including the amount to be retained from the Construction Contract Sum, if any, for final completion or correction of the Project. When the final Project has achieved Final Completion, the Work shall be considered to be complete.

DRAWING REQUIREMENTS:

- A. All drawings provided to the City shall be as follows:

1. Drawings must be prepared on standard sheet size (D-Size 24" X 36").
2. Provide sufficient paper and/or electronic sets of sealed final contract documents to meet the authority having jurisdiction's permitting requirements. Provide one (1) each paper and electronic set to the City for record set purposes. Permit and record sets shall be sealed with original A/E signatures and dates applied across the seal.
3. Provide computer files on CD's (or other approved media) utilizing both Revit 2016 and AutoCAD 2016, or higher as approved. Project Drawings will be produced in Revit and converted to AutoCad. Revit files must utilize the ".rvt", ".rfa", ".rft" or other standard Revit file designations. Drawing must utilize the ".dwg" file designation. Electronic file submission must include the following:
 - a. All downloaded content must be provided. All blocks must be provided or exploded. All external references must be provided.
 - b. Custom line types and fonts must be provided. Drawings should be produced utilizing standard fonts available with Revit and AutoCAD 2016 for all non-title block text. The minimum font size shall be 1/8" when printed full size.
 - c. Drawing layout and layering system may be your firm's standard, however, all unused layers must be purged from the drawings, and a list of layers and pen assignments must be provided on disk with an accompanying hard copy. Provide all plot files used to plot contract documents.
 - d. Conversion to AutoCAD will be the responsibility of the successful firm, ".dxf" or other file types are not acceptable.
 - e. Provide project name, sheet title and sheet number on all sheets.
4. Provide the City with Adobe Acrobat 11.0, or newer, files of the Contract Documents.

SPECIFICATION REQUIREMENTS:

- A. All specifications provided to the City shall be as follows:
 1. Specifications must be developed using the Construction Specifications Institute (CSI) format in Microsoft Word 2013, or as approved by the Owner.
 2. Provide sufficient paper and electronic sets of sealed final specifications to meet the authority having jurisdiction's permitting requirements. Provide one (1) each paper and electronic set to the County for record set purposes. Permit sets shall be sealed with original A/E signatures and dates applied across the seal.

3. Provide the City with Microsoft Word 2013 and Adobe Acrobat 11.0 files of the specifications, or as approved by the Owner.

IV. INSTRUCTIONS TO RESPONDENTS

If your firm is interested in responding to this RFP, you **MUST** submit a Proposal through Bid Online at <https://bidonline.columbiasc.gov/ifas7/bidonline>. One must be registered with this software in order to respond. All proposals shall be submitted using Bid Online by the date and time listed herein. The City is not responsible for late responses caused by any method of delivery. Responses received after the designated time may not be considered.

In addition to submitting through Bid Online, Respondent **SHALL** also submit five (5) hardcopies of a response and one (1) digital copy (i.e., CD or thumb drive) be hand delivered and/or mailed to: City of Columbia / Procurement and Contracts Department, Attention: Nadia M. Johnson, Contract Specialist II, “**RFP004-16-17-NMJ, City of Columbia Art Center Design Build Services,**” 1136 Washington Street, 4th Floor, Columbia, SC 29201. All information regarding the opening date, type of response, and name of City’s assigned contact (Nadia Johnson) should be clearly marked on the outside of the sealed envelope containing the response. Responses should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Request for Proposal.

A. Submittal Format

Written proposals shall include all of the information required in this Request for Proposal, and may include any additional information that the respondent deems pertinent to the understanding and evaluation of the proposal. Proposals must be organized in the manner set forth below, separated into sections, and appropriately entitled. All information and materials requested shall be provided in the Proposal under a single cover. Submittals must include and be organized the following way in order for an offer to be considered responsive:

1. Cover Letter and Executive Summary.

- a. The cover letter must include contact information for the Project Manager and be signed by an authorized signatory.
- b. An explanation as to why the Design Builder’s firm is the best qualified for this work.
- c. The following forms are included in Section VII and shall be included in this section of your proposal:
 - i. Signed Certification (Appendix I)
 - ii. Conflict of Interest (Appendix II)
 - iii. Non-Collusion Affidavit (Appendix III)
 - iv. Lobbying Certification (Appendix IV)

2. Qualifications and Experience.

- a. Organizational Chart / Organization of Team to include Key Staff
 - i. Organizational Chart that reflects the Design Build Team and/or lines of authority or responsibility. Provide chart indicating shared work experience between Design Build Team.
- b. Project Manager (Primary point of contact, must be a South Carolina registered Professional Engineer)
- c. Resumes and location of key personnel
 - i. Team members' resumes (short format) proposed for these services. Include position, registration, certification, licenses and related experience. Highlight experience gained/role played on featured projects. Include experience related to position on this project team. Provide location of each team member as it relates to timely responses for request for service. For office(s) proposed to provide these services, indicate total number of employees by discipline.
- d. Business Information Statement (Appendix V) for prime
- e. Information answering the following:
 - i. Qualifications and relevant experience of the key individuals (Design Builder and sub Design Builder) for areas providing services
 - ii. Qualifications and experience of firm(s)
 - iii. Quality Management Plan

Successful Design Build Team will be responsible for insuring project quality controls through design and construction. To determine acceptable understanding and past quality performance, Offeror shall provide a narrative documenting their formal quality monitoring program that ensures a high level of design and construction quality with reference to: Process for selection of personnel responsible for quality control with authority to direct work independently from project management. Task and function of the Quality Management Team through design and construction. Policy/procedure for reporting quality control finding to the Owner. Procedures for Owner resolution of unsatisfactory performance. Material storage & protection. Inclusion of the Designer of Record throughout the project.
 - iv. Construction Qualifications

Provide description of all work to be self-performed by Design Builder. Provide documentation of the firms' capability for indicated services. Provide documentation of construction teams' knowledge of local site conditions and applicable regulatory requirements as they may present opportunities and limitations of the design and during construction.
 - v. Previous project experience that is related to the services in this RFP (minimum of 5 projects limited to 1 page each) obtained within the last 5 years. The Design Builder shall submit a sample of work product for at least one (1) of the relevant projects of which has been completed.

- vi. Experience of the various disciplines and team members working together on past projects obtained within the last 5 years
- vii. Experience of the Project Manager delivering similar projects, managing similar project teams, and delivering multiple projects and project packages obtained within the last 5 years
- viii. Disadvantaged Business Enterprise Estimated Percentage of participation and Sub consulting participation
 - 1. Small Business/Minority Owned Business/Women Owned business team members (Appendix VI)
 - 2. Sub Consultants/Contractors Business Information (Appendix VII) anticipated for each service area. Please include even if sub Consultants/Contractors are not anticipated. Type "None" on this form if there are no subs Consultants/Contractors.
 - 3. Describe experience meeting Disadvantage Business Enterprise (SBE, MBE and WBE) goals.
- ix. Litigation History – Submit a summary of the litigation history for your firm for the past 5 years, including the following information for each case:
 - 1. Style of the Case
 - 2. Parties to the litigation
 - 3. Court in which litigation was filed and civil action number
 - 4. Nature of Claims
 - 5. Whether the case is pending or resolved, and if resolved, the date of and manner in which it was resolved, (e.g. relief granted by the court, settlement by or among parties, dispositive motion, trial verdict)
- x. References – The City is interested in a Respondent's past performance on applicable projects. Reference Questionnaire (Appendix VIII) is provided and shall be completed for 5 prior experiences. The questionnaires must be submitted back with your response.

3. Project Understanding and Approach and Ability to Carry Out and Manage the Project

The City of Columbia requests that the successful Design Builder have a proven record of meeting critical deadlines for services substantially similar to the services outlined in this Scope of Services. Demonstrate the capacity to assess and deliver projects in a timely manner. The total budget for this project is \$848,700.00 in which \$456,644.00 will need to be spent by the end of April 2017. The City doesn't anticipate getting the remainder funding until after July 2017. The City is requesting your input on how this project should be phased in light of the funding constraints. Please make sure the following is addressed:

- a. Engineering Consultant's demonstrated understanding of the project and approach to efficiently deliver the projects
- b. Ability to manage the effort to minimize the impact on existing City staff

- c. Ability to deliver the needed resources to meet the needs of a comprehensive approach and schedule (recent, current and projected workload of the firm)
- d. Ability of team to devote time and resources necessary to successfully complete the project in a timely manner.
- e. Accessibility of project manager and key personnel
- f. Ability to meet accelerated timeline and budget restraints
- g. Proposed time schedule
- h. Proposed phasing of this project in light of funding constraints.
- i. Provide a Work Management Plan describing your design build approach and implementation. This narrative should include: Approach to managing and constructing the projects. Scope and budget compliance management. Administration and management of design construction documentation. Description of GMP process. How you plan will maximize the benefits of possible schedule compression with the Design Build process if applicable. Discuss record of On-Schedule performance; adherence to design and construction schedule with timely response to delays, deficient work submittals, punch-list items, closeout documents & warranty issues after project completion. Discuss coordination of meetings and how communications & correspondence will be implemented and maintained between the Design Build Team and the City's Team.
- i. Provide your design management plan describing approach.

4. Financial Stability

All respondents must provide a Financial Statement of Responsibility. This should also include Balance Sheets for the last 3 financial audit periods.

5. Cost (This is to be submitted separately)

A Financial Proposal is requested for the services part of this project. (See Appendix IX) This information must be submitted with your response in a separate sealed envelope.

- a. Individual project bonding capacity
- b. Total bonding capacity
- c. Amount of bonded contracts currently in process
- d. Guaranteed Maximum Price

B. Non-Mandatory Pre-proposal

A non-mandatory (but highly recommended) Pre-Proposal Meeting will be held for this RFP on

Tuesday, November 29, 2016 at 9:00 AM (EST) 1136 Washington Street, 7th floor conference room, Columbia, SC 29201. Please send all questions through Bid Online using the instructions in Section IV.

C. Elaboration and Clarification

The City may ask any or all respondents to elaborate or clarify specific points or portions of their proposal. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the participant's response. If you make assumptions about the meaning or accuracy of information contained herein, you should state the assumptions in your submission. If you do not ask questions or clarify any assumptions the City will assume that you agree with and understand the requirements in the RFP. Any exceptions to the terms, conditions, provisions, and requirements delineated in the submission must be specifically noted and explained by the Vendor. The City will assume that any Vendor that responds to this RFP accepts all of the RFP terms, conditions, provisions and requirements, except as expressly and specifically stated by the Vendor in its response. The deadline for any exceptions is November 30, 2016.

D. Instructions for Questions

Requests for additional information and questions concerning technical content or procedures must be submitted to: <https://bidonline.columbiasc.gov/ifas7/bidonline/>. Using Bid Online, the user must be logged in, and under the Bid tab, click "Bid Q and A." The deadline for requesting additional information or asking questions is November 30, 2016 by 5:00 P.M. (EST). The City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from the City of Columbia.

No interpretations or clarification of the meaning of the instructions or scope of services will be allowed orally (except for general information). Every request for such interpretation should be in writing through Bid Online at <https://bidonline.columbiasc.gov/ifas7/bidonline/>. Using Bid Online, the user must be logged in, and under the "Bid" tab, click solicitation number (i.e., RFP004-16-17-NMJ), and then "Q and A." The deadline for requesting additional information and/or asking questions is listed in Section III. Any and all such interpretations and any supplemental instructions will be issued in the form of written addenda to the Request for Proposal.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City staff not identified in this RFP as points of contacts during the period of time that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the Design Builder and/or consulting firm from further consideration.

E. Anticipated Schedule of Events

RFP Issue Date	November 18 , 2016
Non-Mandatory (but highly recommended) Pre-proposal Meeting	November 29, 2016, 9:00 AM (EST)
Last Day for Questions	November 30, 2016, 5:00 PM (EST)
Proposal Due Date	December 12, 2016, 11:00 AM (EST)
Negotiations	December 19-December 23, 2016
Intent to Award	January 2017
Council Approval	January 2017
Tentative date for issuance of Notice to Proceed	January 2017

F. Public Opening

Proposals will be publicly opened at the date and time listed in Section IV. at 1136 Washington Street, Columbia, SC in the 4th floor conference room.

V. SELECTION & AWARD PROCESS

A. Acceptance and Rejection

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City also reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate separately with competing offerors. The City is not obligated to enter into any agreement on the basis of any submittal in response to this RFP. The City reserves the right to request additional information from any firm submitting under this RFP if the City deems such information necessary to further evaluate the firm's qualifications.

The evaluation committee will review proposal based upon the criteria listed herein. The written evaluation will produce a list of the top rated responses that will be selected for possible interviews (short list). Offerors may or may not be interviewed and the City reserves the right to conduct interviews at its sole discretion. Oral interviews, if necessary, will be conducted in order to make a final decision. The short listed Design Builders (i.e., Project Manager) will be contacted via telephone or e-mail by the City to determine their interview date and time. Offerors

should plan to have available, in person, key personnel who will be assigned to work on the proposed projects. Individuals who fail to attend the interview may not be given a score which could jeopardize the firm’s competitiveness. If awarded the project, all interview statements will become part of the final Agreement.

B. Evaluation Criteria

The proposals will be evaluated on the basis of the information presented in the response package and on an analysis of other available information. The City may conduct investigations or interviews as it deems necessary to assist in the evaluation of any response submitted and to establish to the City’s satisfaction the qualifications of any offeror.

The criteria outlined below and described further hereinafter will be used to evaluate the proposals. The written submission evaluation is based on a total maximum score of 100, with the following point breakdown per category.

RFP Evaluation Criteria	Rating Percentage
<p>Qualifications and Experience</p> <ul style="list-style-type: none"> a. Qualifications and relevant experience of the key individuals (Design Builder and sub Design Builder) for areas providing services b. Qualification and experience of firm(s) c. Review of Quality Management Plan d. Review of Construction Qualifications e. Previous project experience that is related to the services in this RFP obtained within the last 5 years f. Experience of the various disciplines and team members working together on past projects obtained within the last 5 years g. Experience of the Project Manager delivering similar projects, managing similar project teams, and delivering multiple projects and project packages obtained within the last 5 years h. Experience in working with CDBG and Federal Agencies i. Review of Disadvantaged Business Enterprise Estimated Percentage of participation and Sub Design Builder participation j. Review of Litigation History k. Past Performance (Reference Questionnaire) 	<p>Max. 40%</p>
<p>Project Understanding and Approach and Ability to Carry Out and Manage the Project</p> <ul style="list-style-type: none"> a. Demonstrated understanding of the project and approach to efficiently deliver the project b. Ability to manage the effort to minimize the impact on existing City staff c. Ability to deliver the needed resources to meet the needs of a 	<p>Max. 35%</p>

<p>comprehensive approach and schedule (recent, current and projected workload of the firm)</p> <ul style="list-style-type: none"> d. Ability of team to devote time and resources necessary to successfully complete the project in a timely manner. e. Accessibility of project manager and key personnel f. Ability to meet accelerated timeline and budget restraints g. Proposed time schedule h. Proposed phasing of this project in light of funding constraints. i. Review of Work Management Plan 	
<p>Cost Submittal must include a financial proposal for this project. (See Appendix IX)</p>	<p>Max. 15%</p>
<p>Financial Stability All respondents must provide a Financial Statement of Responsibility. This should also include Balance Sheets for the last 3 financial audit periods.</p>	<p>Max. 10%</p>

C. Selection / Award

It is to the sole discretion of the City to determine the award method. Award will be made to the highest ranked, responsive and responsible Offeror(s) whose offer(s) is/are determined to be the most advantageous to the City.

Proposals must be responsive to the requirements stated herein.

Proposals will be evaluated per criteria listed in Section V. The City may place the top-rated firms on a short list and request an interview phase. Scoring for interviews, should they be used, will be on a separate scale (in addition to the 100 point proposal review scale). The City reserves the right to hold interviews.

If an appropriate Agreement can be successfully negotiated between the parties, it will be executed by the City Manager after City Council approval. If a successful Agreement cannot be negotiated, negotiations will be undertaken with the next firm in order of ranked preference.

VI. GENERAL PROCUREMENT INFORMATION

The RFP is not a bid. In the event that the City elects to negotiate an agreement with the successful Proposer (hereinafter referred to as the “Design Builder”), the Agreement shall contain, at a minimum, the terms and conditions as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests

solely with the City. It is the sole responsibility of the Design Builder to gather adequate information, review collateral documents and make those inquiries that are necessary and prudent as to the project and Design Builder may not rely on the City or the City's representations or information, to the exclusion of the Design Builder's due diligence.

A. Acceptance Period

Any submittal in response to this solicitation shall be valid for one hundred and twenty (120) calendar days. At the end of this time the response may be withdrawn at the written request of the Respondent if no award has been made. If the RFP is not withdrawn at that time, the response in its entirety shall remain in effect.

B. Contract (Agreement)

Upon award of the Agreement by the City, the Design Builder shall agree to deliver services in accordance with the terms and conditions set forth therein and any negotiations that may occur. Design Builder shall understand that minor technical adjustments may be necessary as work progresses. Timely, quality service is critical to continuation of work under this Agreement.

Proposed Terms and Conditions are included (see Section VII). All responders should thoroughly review prior to submitting a response. Any proposed revisions to the terms or language must be submitted in writing with the Firm's response to the Request for Proposals within the Cover Letter. The certification contained herein shall be signed by an officer of the firm having authority to execute the Agreement.

C. Confidentiality

Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by an offeror shall not be released or made available to any person or entity except City representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the City by an offeror will not be disclosed if the Offeror visibly marks each part of the proposal that the offeror considers confidential, financial or proprietary information with the word "Confidential."

All inquiries or correspondence relating to or in reference to this RFP and all responses submitted shall become the property of the City when received and subject to public disclosure unless exempt from disclosure by law. Unless required by law, proprietary or financial information submitted by an Offeror will not be disclosed if Offeror visibly marks each part of the proposal which Offeror considers to be confidential or proprietary information with the word "Confidential."

D. Ownership of Proposal Documentation

Upon receipt of the proposal by the City, the proposal and all included documentation shall become the property of the City, without compensation to the Offeror, for disposition or usage by the City at its discretion. The City assumes no responsibility or obligation to offerors and will make no payment for any cost associated with the preparation or submission of responses.

E. Offeror's Duty to Inspect, Advise and Declare All Costs

Each offeror shall become fully acquainted with the City's requirements and the scope of the services to be provided. Offerors have a duty to request any information from the City as it deems necessary to prepare the RFP. Such requests shall be made in compliance with Section IV. No change order will be granted or additional compensation permitted if it is based upon information that the offeror knew, or should have known, as part of the offeror's duty to become acquainted with the City's circumstances and requirements.

F. Time for Receiving Responses

Responses submitted online prior to the time of opening will be encrypted and kept unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered.

G. Submittal of Responses

All responses to this RFP must be submitted per requirements outlined in Section IV herein.

H. Acceptance and Rejection

All responses must adhere to requirements outlined in Section IV herein.

I. Acceptance Period

All responses must adhere to requirements outlined in Section V herein.

J. Cancellation of Responses

Responses may be cancelled prior to the time fixed for opening. Negligence on the part of the offeror in submitting the response confers no right for the withdrawal of the response after it has been opened.

K. Bidders Present

At the time fixed for the opening of responses, their contents will be made public for the information of bidders and the general public. Offerors will not be permitted to examine the responses until award is made.

L. Alternate Responses

Any response which does not conform to the specifications contained or referenced in the Request for Qualifications may be rejected unless the invitation authorized the submission of Alternate Proposal and the equipment or supplies offered as alternates meet the requirements specified in the invitation.

M. Ambiguous Responses

Responses which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.

N. Conflict of Interest

Offerors shall promptly notify the Procurement Officer, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the offeror's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request an opinion of the City as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest. The City will respond to such notification by certified mail within thirty (30) days. By submitting this response, the offeror certifies that it has no conflict of interest with any employee, agent, elected official or officer of the city or any other conflict as may be set forth herein.

O. Collusion

More than one response from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the City believes that collusion exists among offerors, all responses from the suspected firms will be rejected. "Related parties" means offerors or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another offeror.

Offerors shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and any resulting agreement.

By responding to this RFP, offerors certify that the response is made without previous

understanding, agreement, or connection with any person, firm or corporation making a response for the same item, and they certify the knowledge that this would constitute an illegal action.

P. Sales Tax and/or Use Tax

Left blank intentionally.

Q. Manufacturers Brochures and Specifications Data

Offerors may submit manufacturer's brochures and specifications data as part of response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet.

R. Default

In case of default, the City reserves the right to purchase any or all items and/or services on the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent bids and/or proposals submitted by the defaulting contractor shall be considered until the assessed charges have been satisfied.

S. Protest Procedures

1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of an Agreement may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the agreement.
2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of an agreement. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
6. Request for review. The request for a review shall not stay the agreement unless fraudulent.

T. Wage Compliance (Davis Bacon)

Davis Bacon Wage Requirements will apply to this response. This means:

1. The successful responder will be required to submit certified payrolls that show compliance with the Davis Bacon requirements as detailed in the wage compliance determination document attached separately to Bid Online. Failure to do so will be sufficient cause for withholding payment and/or termination of the contract.
2. The successful contractor's employees will have to be paid weekly pursuant to the Davis Bacon determination. The determination document has been attached as a separate attachment to Bid Online.
3. Wage Posters will have to be displayed at the job site.
4. The City of Columbia personnel will conduct on-site interviews with your employees to ascertain that Davis Bacon provisions are being followed. The City of Columbia will use HUD-11, Record of Employee Interview to record this information.

U. CDBG Funding

CDBG Federal Requirements will apply to this response. This means:

1. Federal regulations require that every effort should be made to use and contract with small, minority-owned and/or woman-owned business in the procurement process.
2. The successful respondent (prime contractor) is required to solicit small, minority-owned and/or woman-owned business as subcontractors as potential partners on this project.
3. The City of Columbia personnel will review of Subcontractor Business Information Record Forms of the solicitation for CDBG requirements.
4. See separate attached information on Federal Labor Standards Provision.

VII. TERMS AND CONDITIONS

A. Contract for Services

The City hereby engages the Design Builder and the Design Builder hereby agrees to perform the services hereafter set forth. Design Builder hereby represents and warrants to City that this Contract complies with all applicable federal laws, regulations and executive orders necessary for reimbursement with federal disaster assistance funds at the applicable rate. Design Builder also represents and warrants that all work billed by Design Builder under the Contract comports and will comport with federal guidance for reimbursement with federal disaster relief funds for which the City applies.

B. Scope of Services and Time of Performance

This section will be amended upon Contract Negotiations.

C. Access to Records

The successful Design Builder shall make available for examination by the City all of its records with respect to all matters covered by this Agreement and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement.

In addition, the following access to records requirements apply to the Agreement:

1. The successful Design Builder agrees to provide the City, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The successful Design Builder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The successful Design Builder agrees to provide the CDBG Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Agreement.

D. Amendments

The parties may amend the Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend the Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated

only by written Amendment signed by both parties.

E. Changes

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

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

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

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

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

F. Assignability/Subcontracting

The successful Design Builder shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent from the City. The successful Design Builder shall be as fully responsible to the City for the acts and omission of its subcontractors, as it is for the acts and omissions of persons directly employed

by the successful Design Builder.

The successful Design Builder shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

G. Breach/Waiver

The failure of either the successful Design Builder or the City to insist upon the strict performance of any provision of the Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

H. Federal Funding Conditions

The Design Builder must comply with the conditions of federal funding as follows:

1. **ANTI-KICKBACK ACT OF 1986** Prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government. The Design Builder shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the sub Consultants/Contractors with such regulations, and shall be responsible for the submission of affidavits required of sub Consultants/Contractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
2. **DEBARMENT, SUSPENSION, AND INELIGIBILITY** The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status by any federal, state, or local regulatory authorities.
3. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 2 CFR 200 which revises the following: 24 CFR 570.502, 570.610** Design Builder shall comply with the requirements and standards of OMB Circular A122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Design Builders shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related CDBG provisions.
4. **AMERICANS WITH DISABILITIES ACT** Design Builder agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as

"ADA") as applicable to the Design Builder and the activities to be performed by Design Builder under the scope of this Agreement. If employing more than fifteen (15) employees, Design Builder agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Design Builder agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Design Builder agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

The successful Design Builder will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The successful Design Builder will report each violation to the City and the appropriate Environmental Protection Agency Regional Office (EPA).

6. DAVIS BACON ACT

The Davis-Bacon Act applies to all projects applicable for Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The Engineer must comply with the 29 C.F.R. 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented of Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

I. Commencement of Services

The successful Design Builder shall meet with the appropriate City staff members to commence the project at such date after the Notice to Proceed has been issued.

J. Communication Protocols

The City shall designate a City point of contact to coordinate all tasks and invoicing with Design Builder. Design Builder shall not perform any tasks under this Agreement unless directed to do so by the City's designated point of contact. Design Builder shall submit all invoices to the

designated point of contact.

K. Compensation

Successful Design Builder acknowledges that CDBG financial assistance will be used to fund the Agreement only. Successful Design Builder will comply with all applicable federal law, regulations, executive orders, CDBG policies, procedures, and directives.

1. The total compensation to be paid by the City to the successful Design Builder under this Agreement shall be outlined in the Agreement. An itemization of services is further defined in the Agreement.
2. The Design Builder shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Each invoice must also clearly identify any portion of the fee invoiced for sub-consultants services. Specified on Appendix VII attached hereto, and identify if the sub-consultant is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise. Each invoice shall bear the signature of the Design Builder, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

The Design Builder shall make sub-contracting opportunities available to a broad base of qualified sub-contractors to ensure maximum participation from Disadvantaged Business Enterprises (DBE), to include but not limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise in all disciplines of the project.

3. The Design Builder shall, in performance of the Agreement, only use those sub-consultants in Appendix VII upon which the Design Builder's proposal was based. Sub-consultants substitutions shall only be made upon the Owner's approval. The Design Builder shall enter into Agreements with those sub-consultants, in the same dollar amount upon which the Design Builder's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the Design Builder.
4. Limitation of Funds

Funding for this Contract is subject to the following terms:

- a). The parties estimate that performance of this agreement will not cost the City

more than the NOT TO EXCEED amount specified in the Contract. The Design Builder agrees to use its best efforts to perform the work specified in the Schedule and fulfill all obligations required under the terms of the agreement within the estimated Fixed Price Not-To-Exceed amount.

- b). The Fee Schedule specifies the amount presently allocated by the City for the items and services to be provided during the period of performance. The parties contemplate that the City will allocate funds, based on available funding, not to exceed the amount specified in the Contract inclusive of any fee. The Design Builder agrees to perform, or have performed, work under the terms of the agreement up to the point that the total amount paid shall not exceed the amount specified in the Contract.
- c). The Design Builder shall notify the City's Contracting Officer in writing within 60 days whenever he has reason to believe that the anticipated cost when added to previously incurred costs, will exceed 75 percent of the total amount funded and allocated. The notice shall state the estimated amount of funds required to continue performance until all deliverables have been properly received as outlined in the Scope of Services.
- d). If, after notification, additional funds are not allocated for the duration of the term or another mutually agreed-upon extension date, upon the Engineering Consultant's written request the Contracting Officer will terminate this agreement on such date in accordance with the provisions of the Termination clause as outlined herein.
- e). If the Design Builder estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may identify a later date in its request, and the Contracting Officer may terminate this agreement on that later date.
- f). Except as required by other provisions of this agreement, specifically citing and stated to be an exception to this clause.
 - 1. The City is not obligated to reimburse the Design Builder for costs incurred in excess of the amount specified in the Contract; and
 - 2. The Design Builder is obligated to continue performance under this agreement

(including actions under the Termination clause) in order to completely fulfill the requirements as stated in the agreement and within the amount allocated by the City for such items and/or services.

- g). No notice, communication, or representation in any form other than by modification or amendment of the contract or authorization to proceed from the Contracting Officer, shall affect the amount allocated by the City within this agreement.

In the absence of the specified notice, the City is not obligated to reimburse the Design Builder for any costs in excess of the total amount allocated.

- h). When and to the extent that the amount allocated by the City in the agreement is increased, any costs the Design Builder incurs before the increase is authorized, that are in excess of the amount previously allocated by the City may be allowed in order to permit completion of the project.
 - i). Change orders shall not be considered an authorization to exceed the amount allocated by the City specified in the Contract, unless they contain a statement increasing the amount allocated.
 - j). Nothing in this clause shall affect the rights of the City to terminate this agreement. If this agreement is terminated, the City and the Design Builder shall negotiate an equitable distribution of all property produced or purchased under the terms of the agreement, based upon the share of costs incurred by the parties.
5. The Design Builder shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested as shown in the project schedule, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the successful Design Builder, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount. Each invoice must also clearly identify any portion of the fee invoiced for sub consultant's services, specified in the Agreement, and identify if the sub consultant is a Disadvantaged Business Enterprise, to include but not be limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise.

The successful Design Builder shall make subcontracting opportunities available to a broad

base of qualified subcontractors to ensure maximum participation from Disadvantaged Business Enterprises (DBE), to include but not limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise in all disciplines of the project.

6. The Design Builder shall in performance of the Agreement, only use those sub consultants in the Agreement upon which the Design Builder's proposal was based. Sub Consultants substitutions shall only be made upon the Owner's approval. The successful Design Builder shall enter into Agreements with those sub Consultants, in the same dollar amount upon which the successful Design Builder's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the successful Design Builder.

7. Affirmative Action Procurement and Contracting Goals

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1225 Lady Street, Suite 102, Columbia, South Carolina 29201, (803) 545-3950, www.columbiasc.net/OBO.

The City's success in tracking the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or sub Consultant) is dependent upon the business community partnering with us in this important endeavor.

The Design Builder must comply with the terms and conditions as outlined herein. The Design Builder, shall, in the performance of the contract/agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

The Design Builder must adhere to federal regulations 2CFR 200.321 and 24 CFR 85.36E and take the following affirmative steps to ensure that Small and Minority Businesses, Women-Owned Businesses and Labor Surplus Area firms are utilized to the fullest extent possible:

2 CFR 200.321 - Procurement and Affirmative Action - Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms

Organizations must take the following affirmative steps to ensure these firms are used when possible:

- a). Place qualified small, minority, and woman-owned business on solicitation lists;
- b). Assure that such businesses are solicited when they are potential sources;
- c). Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
- d). Establish delivery schedules, where requirements permit, which encourage such business to respond;
- e). Use service and assistance from such organization as SBA, Minority Business Development Agency of the Department of Commerce; and
- f). Require prime contractors to take the same affirmative steps.

8. Subcontracting Goals

All respondents must complete Appendix VI.

The Design Builder will also be expected to ensure sub consultant/subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

9. Invoicing Procedure:

- a) The City's Project Manager or his/her designee must review all invoices prior to payment.
- b) The Design Builder's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Design Builder's invoice.
- c) The work completed on the Design Builder's project schedule must be the basis for full

or percentage of completion payment on the Design Builder's invoice.

- d) The Design Builder will not request payment for taxes on Professional Services, labor or installation fees.
- e) The Design Builder will not invoice, or request payment for any equipment or services that may be specified in this contract prior to the delivery of said equipment or performance of said services.
- f) The Design Builder shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing.
- g) All invoices shall include a valid Purchase Order number on the bill; if emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineering Consultant's invoice.
- h) The Design Builder shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.
- i) The Design Builder shall submit receipts for all actual expenses.
- j) At this time the City does not anticipate travel expenses. Any travel expenses must be preapproved by the City of Columbia if warranted in the future and billable at the per diem rate according to GSA scheduled established at www.gsa.gov.
- k) Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation; and
- l) copies/supplies shall be invoiced at cost only; no markup allowed and with approved documentation
- m) Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved documentation
- n) Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor for work performed and materials/products furnished. If required, the Contractor shall submit supporting documentation as required by the Contracting Officer or Purchasing agent to support the amount being invoiced.

- o) The Contractor shall provide the names of the subcontractors and vendor and a description of the work performed in the invoice/request for payment. The Contractor shall also provide a breakdown of the supplies and materials being billed by each subcontractor and/or vendor and the dollar amount to be reimbursed by the City.

Failure of the Design Builder to follow these invoice requirements will result in the delay of payment of the invoices.

10. Guaranteed Maximum Price

City shall pay Design Builder for Agreement Services and Construction, in accordance with the Contract, the Guaranteed Maximum Price is subject to adjustments made in accordance with the Contract. Unless otherwise provided in the Contract, Design Builder's Guaranteed Maximum Prices is deemed to include all sales, use, consumers and other taxes mandated by applicable legal requirements.

It is agreed that the work will be done by the Design Builder utilizing sketches, models, preliminary drawings and similar work products until finalization of the design, at which time the Design Submission Documents will be prepared. The scope of work includes the design and consultation work necessary to refine and finalize the Design Builder's proposal, the completion of Construction Documents reflecting the City's concept and requirements and providing the project GMP. Design Builder will begin Construction only after this task is completed and approved by the City.

L. Duties upon Termination

At termination of this Agreement, the Successful Design Builder shall immediately provide the City with all records and data in any format the Successful Design Builder is capable of producing and at no cost to the City, which were generated, created or received by the Successful Design Builder in performance of the services required by the Agreement or as the City may deem necessary to perform the required services by the City or the Successful Design Builder's successor. All records shall be free from any proprietary claims or interest. The Successful Design Builder agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

M. Equal Employment Opportunity (EEOC)

During the performance of this Agreement, the Successful Design Builder agrees as follows:

The successful Design Builder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The

successful Design Builder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The successful Design Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1. The successful Design Builder will, in all solicitations or advertisements for employees placed by or on behalf of the successful Design Builder, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

2. The successful Design Builder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the successful Design Builder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. The successful Design Builder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

4. The successful Design Builder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5. In the event of the successful Design Builder's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the successful Design Builder may be declared ineligible for further Government Agreements or federally assisted construction.

Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

6. The successful Design Builder will include the portion of the sentence immediately

preceding paragraph and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The successful Design Builder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the successful Design Builder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the successful Design Builder may request the United States to enter into such litigation to protect the interests of the United States.

N. Ethics

Design Builder and any Sub Consultant or Subcontractor is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, et seq, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

1. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
3. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

O. Findings Confidential

All of the reports, information, data, records or documents of any kind, prepared or assembled by the successful under the Agreement are confidential and the successful Design Builder agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the successful Design Builder, the City will notify the successful Design Builder as soon as practicable of such request.

P. Indemnification, Hold Harmless and Insurance

1. The Design Builder shall provide to the City evidence of the following insurance:

Workers Compensation Insurance - The contractor shall procure and shall maintain during the

life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Design Builder's Worker Compensation Insurance. The Design Builder shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability Insurance - General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net. The contractor shall procure and maintain for the duration of the Agreement insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the contractor, his agents, or representatives, employees or subcontractors.

- a. Commercial General Liability Insurance: Coverage in an amount not less than 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- b. Automobile Liability Insurance- \$500,000.00 combined single limit per accident for bodily injury and property damage.

Professional Liability

a. The successful Design Builder shall provide the City with a Professional Liability Policy. The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Professional Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.

b. The minimum Professional Liability Policy limits to be provided by the successful Design Builder shall be \$1,000,000 per occurrence and \$2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the Professional Liability Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this Agreement.

c. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

2. The Design Builder shall furnish the City with a certificate showing satisfactory proof

of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Design Builder and any sub-contractor of the Design Builder commencing any services under the Agreement and this insurance shall remain in effect throughout the term of the Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured under General Liability.

3. Design Builder shall procure in accordance with the Contract Document the insurance coverages as defined in the General Conditions and a Surety Bond for the sum of five (5%) percent of the Design Builder's total project GMP for assurance of execution of Agreement. Insurance certificates shall be submitted to Owner prior of Owner's issuance of a Notice to Proceed.

Design Builder shall provide Performance and Payment Bonds for One Hundred (100%) percent of the Guaranteed Maximum Price stated herein, underwritten by Surety licensed in the State of South Carolina and acceptable to the Owner. Bonds shall be submitted to owner prior to Owner's issuance of a Notice to Proceed with any construction.

4. The Design Builder shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Design Builder's performance or nonperformance of the services or subject matter called for in the Agreement.

Q. Independent Successful Engineering Consultant/Contractor

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The successful Design Builder shall at all times remain an independent successful Design Builder with respect to the services to be performed under the agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

R. Interest of Successful Engineering Consultant

The successful Design Builder covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Agreement or which is adverse to the interests of the City of Columbia. The successful Design Builder further covenants that in the performance of the Agreement no person having such interest shall be employed.

The successful Design Builder is expected to make her services available to other entities but agrees to refrain from representing other entities in matters where the position of the City

conflicts with that of the other entity. The City may at its discretion, waive this provision. The successful Design Builder has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of the Agreement.

S. Licenses, Permits and Taxes

1. The successful Design Builder shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Design Builder in performing the services required under the Agreement. The Design Builder shall be responsible for any costs relating to same.

2. The successful Design Builder shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Design Builder to perform the services required under the Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Design Builder and pay any costs relating to same.

3. The successful Design Builder shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

4. The successful Design Builder shall procure a City of Columbia business license while performing services under the Agreement.

T. Notice

1. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Director of Procurement and Contracts, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

2. Written notice to the successful Design Builder shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to them.

U. Oversight

1. The City will maintain oversight to ensure the Successful Design Builder performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)).

2. The successful Design Builder shall be responsible for performance of all services required by the Agreement. The successful Design Builder does not act as the City's agent or employee.

V. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Design Builder or any subcontractor retained by the Design Builder and related to the services required by the Agreement shall be the property of the City and shall not be used by the Design Builder for any purpose whatsoever except to perform the services required by the Agreement.

W. Remedies

The successful Design Builder shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the successful Design Builder be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the successful Design Builder be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

X. Schedule of Completion of Activities

Time is of the essence. The Design Builder shall complete any and all services performed under the Agreement within the timeframes as outlined in the Agreement.

If a 10-working day delay is foreseen Design Builder shall give thirty (30) days prior written notice to the Procurement and Contracts Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Design Builder must keep the City advised at all times of status of the project. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Procurement and Contracts Department to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Design Builder.

Y. Severability

If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

Z. State Law Applicable

The Agreement shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Agreement. The Design Builder agrees to

subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof. The City may seek attorney's fees and the Design Builder agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

AA. Successorship

The agreement shall be binding upon the Design Builder and upon its successors and assignees.

BB. Suspension and Debarment

The successful Design Builder is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Successful Design Builder is required to verify that none of the Design Builder(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

The successful Design Builder must comply 2 C.F.R. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

Execution of the Agreement is a material representation of fact relied upon by the City. If it is later determined that the successful Design Builder did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The successful Design Builder agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 pt. 3000, sub-part C during the duration of the project and throughout the period of any Agreement that may arise from this project.

The successful Design Builder further agrees to include a provision requiring such requirements in its lower-tier covered transactions.

The successful Design Builder shall notify the City in accordance with Notice, if your firm or subcontractor becomes suspended or debarred during the course of this project. This Agreement may be terminated in accordance with Termination of Agreement.

CC. Term of Agreement

The term of the project will be for a base period of two years from award and contract execution, with the option to renew one additional one year period with the written consent of both parties.

The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

DD. Termination of Agreement

The City may terminate the Agreement at any time upon any of the following grounds:

1. Non Appropriation

Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

2. Termination of Agreement for Cause

If, through any cause, the Design Builder shall fail to fulfill in a timely and proper manner these obligations under the Agreement, or if the Design Builder shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate the Agreement by giving written notice to the Design Builder of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the Agreement shall become the property of the City.

Notwithstanding the above, the Design Builder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Design Builder and the City may withhold any payments to the Design Builder until such time as the exact amount of damages due to the City from the Design Builder is determined.

The Design Builder fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

3. Termination for Convenience of the City

The City may terminate this Contract at any time by giving written notice to the Design Builder of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the City, become its property.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under the Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

4. Force Majeure;
5. Upon expiration of the term of this Agreement; and
6. By mutual agreement

EE. Use of Recovered Materials

1. The successful Design Builder shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the successful Design Builder shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- a. competitively within a timeframe providing for compliance with the Agreement performance schedule;
- b. meeting Agreement performance requirements; or
- c. at a reasonable price.

2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

FF. Whole Agreement

The Agreement represents the entire Agreement between the City and the Design Builder and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Design Builder may amend the Agreement.

GG. Claims

- (a) All Claims arising under or relating to this contract shall be resolved under this clause.
- (b) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this

contract, however, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$_____ (Specify dollar amount). Any amount claimed under this provision is not considered a Claim unless and until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this provision. All Claims must comply with the submission and certification requirements of this provision, if it is disputed either as to liability or amount must be acted upon in a reasonable time.

(c)(1) A Claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within _____ years after accrual of the Claim to the Contracting Officer for a written decision. A Claim by the City against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (c)(2)(iii) of this clause when submitting any Claim exceeding \$ _____ (Specify the dollar amount).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a Claim.

(iii) The certification shall state as follows: “I certify that this Claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am authorized to certify the Claim on behalf of the Contractor.”

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the Claim.

(d) For Contractor Claims of \$_____ or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified Claims over \$_____ (specify dollar amount), the Contracting Officer must, within 60 days, decide the Claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer’s decision shall be final unless the Contractor appeals.

(f) If the Claim by the Contractor is submitted to the Contracting Officer or a Claim by the City is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor’s specific reasons for rejecting the offer.

(g) The City shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the Claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to Claims having defective certifications, interest shall be paid from the date a proper certification is provided. Simple interest on Claims shall be paid at the rate that is applicable to the period during which the Contracting Officer receives the Claim and then at the rate applicable for each 6-month period as fixed by the State during the pendency of the Claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

HH. Liquidated Damages

Design Builder understands that if Substantial Completion is not attained by the Date provided, the City will suffer damages which are difficult to specify accurately and ascertain. Design Builder agrees that if Substantial Completion of the entire Work or any portion thereof is not attained by the scheduled Substantial Completion Date, Design Builder shall pay the City Seven Hundred Fifty (\$750.00) Dollars per day as liquidated damages for each calendar day that Substantial Completion extends beyond the Designated Date. In addition, if Final Completion is not attained within the time period defined, Design Builder shall pay the City Seven Hundred Fifty(\$750.00)Dollars per day that the City does not have beneficial use of as liquidated damages for each calendar day that Final Completion extends beyond the Designated Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by the City which are occasioned by any delay in achieving Final Completion on the established date.

II. Miscellaneous

1. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the City and the successful Design Builder.
2. In the event there are any disagreements between the City and the successful Design Builder with regard to any of the requirements, specifications or interpretation of the Agreement, the successful Design Builder agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of the Agreement, if any, shall not be construed against the City.
3. The Agreement is subject to City Council approval.
4. The successful Design Builder acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Successful Consultants actions pertaining to the Agreement.

5. Buy American Act (41 U.S.C. 10a et seq.)

The Buy American Act applies to any contract that is funded in whole or in part by funds under the Disaster Mitigation Act of 2000. The Contractor must comply with the requirements of the Buy American Act and require that all subcontractors also comply with this Act.

VIII. APPENDICES

APPENDIX I –CERTIFICATION

APPENDIX II – CONFLICT OF INTEREST

APPENDIX III – NON-COLLUTION AFFIDAVIT

APPENDIX IV – LOBBYING CERTIFICATION

APPENDIX V – BUSINESS INFORMATION STATEMENT

APPENDIX VI – SMALL BUSINESS / MINORITY OWNED BUSINESS / WOMEN OWNED
BUSINESS OBJECTIVES INCLUDING LABOR SURPLUS UTILIZATION PLAN

APPENDIX VII – SUBDESIGN BUILDERBUSINESS INFORMATION RECORD

APPENDIX VIII – REFERENCE QUESTIONNAIRE

APPENDIX IX – COST FORM

APPENDIX X – BID BOND FORM

APPENDIX XI – PAYMENT/PERFORMANCE BOND FORM

APPENDIX XII - FEDERAL LABOR STANDARDS PROVISIONS

APPENDIX XIII- REQUIRED CONTRACT PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS

APPENDIX XIV - SECTION 3

APPENDIX XV – CITY HOLIDAY SCHEDULE

APPENDIX I – CERTIFICATION

CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to submit this proposal. In submitting a proposal to the City of Columbia, the respondent offers and agrees that if the proposal is accepted, the respondent will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the respondent.

The respondent's final response as accepted by the City of Columbia shall mean: the final cost and technical proposals submitted by the awarded respondent and any subsequent revisions to the awarded respondent's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the City of Columbia, except that no objection or amendment by the respondent to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City of Columbia has explicitly accepted the respondent's objection or amendment in writing.

Additionally, by signing you agree to the above and to all the terms and conditions set forth in this document and if awarded this proposal shall become the final contract.

WITNESSES AS TO OFFEROR:

OFFEROR

BY: _____

TITLE: _____

DATE: _____

APPENDIX II - CONFLICT OF INTEREST STATEMENT

I, _____ (Design Builder) certify, under penalty of perjury, that to the best of my knowledge and belief;

1. No circumstances exist which cause a Conflict of Interest in performing the services required by the Request for Proposal (RFP) or the Agreement to which this statement is attached, and
2. Failure to disclose any affiliation or relationship described herein shall be deemed a material misrepresentation and reason for Offeror and Offeror's firm to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's firm.
3. That no employee of the City, nor any member thereof, nor any public agency or official affected by the RFP or the Agreement to which this statement is attached, has any pecuniary interest in the business of the responding firm or his sub Engineering Consultant(s) has any interest that would conflict in any manner or degree with the performance related to such Agreement.
4. The Design Builder warrants that he and his sub Engineering Consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub Engineering Consultant(s) to solicit or secure an agreement with the City of Columbia, as related to the RFP or the Agreement to which this statement is attached, and that he and his sub Engineering Consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub Engineering Consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of such Agreement.
5. You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed Agreement and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a Engineering Consultant's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to this solicitation, a proposed subcontractor or an affiliated business.
6. By signing, you certify that you have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics

Act). The City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If Design Builder participates, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, Design Builder shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Procurement Officer at the same time the law required the statement to be filed.

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)
My commission expires _____

APPENDIX III - NONCOLLUSION AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Columbia, S.C.** or any person interested in the proposed Agreement; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

APPENDIX IV – LOBBYING CERTIFICATION

Certification for Agreements, Grants, Loans, and Cooperative Agreements

The undersigned [Engineering Consultant] certifies, to the best of his/her knowledge, that:

1. No Federal Appropriated Funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extensions, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and agreements under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Engineer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Engineer understands and agrees that the provision of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Engineer’s Authorized Official

Name and Title of Engineer’s Authorized Official

Date

APPENDIX V - BUSINESS INFORMATION STATEMENT

Applicant Name: _____

Applicant Headquarters Address: _____

Applicant Local Office Address: _____

Applicant Phone No.: _____ Fax No.: _____

Tax ID No. (Soc. Sec. No., if Sole Proprietor): _____

Person who can respond authoritatively to any questions about this statement:

Name: _____

Title: _____

Phone: _____

Select One: ___ Corporation ___ Sole Proprietor ___ Partnership
 ___ Joint Venture ___ Other (Indicate)

1. **Organization**

A. How many years has your organization been in business under its present business name?

B. Under what other former names has your organization operated?

C. If your organization is a corporation, please indicate:
 Date of incorporation: _____
 State of Incorporation: _____
 President's Name: _____
 Vice President's Name(s):

 Secretary's Name: _____
 Treasurer's Name: _____

- D. If your organization is a partnership, please indicate:
Type of partnership (if applicable): _____
Date of organization: _____
Name(s) of general partners: _____

- E. If your organization is a sole proprietorship, please indicate:
Date of organization: _____
Name of owner: _____
- F. If the form of your organization is other than those listed above, describe it and name the principals:

- G. Submit a copy of the Applicant's current organization chart showing numbers of employees by discipline and the names and titles.
- H. Is the Applicant related to another firm as a parent, subsidiary or affiliate?
 Yes No
- If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

- I. Judgments:
Has the Applicant or any officer, director or owner thereof had any judgments entered against him within the past ten years for breach of agreements for governmental or non-governmental construction, including, but not limited to, design-build or construction management?
 Yes No
If yes, provide details on any such judgment.

- J. Agreement Compliance:
Has your firm been found to be in substantial noncompliance with the terms and conditions of prior agreements with City of Columbia without good cause?
 Yes No
If yes, provide details of such instance.

Has your firm been found to be in substantial noncompliance with the terms and conditions of prior agreements with any other public body without good cause?

Yes No

If yes, provide details of such instance.

K. Convictions:

Has the Applicant or any officer, director or owner thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting?

Yes No

If yes, provide details on any such conviction.

L. Debarment:

Is the Applicant or any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency or another state or agency of the federal government?

Yes No

If yes, provide details.

M. Name of organization in System for Acquisition Management (SAM.gov):
(Active Registration Required)

N. Data Universal Numbering System (DUNS) number: _____

O. Commercial and Government Entity (CAGE) number: _____

P. Are you a certified Disadvantaged Business Enterprise? Yes No
If yes, please provide a copy of your certification.

2. Confidential and Proprietary Information

Information submitted is subject to review under the Freedom of Information Act (FOIA). Please clearly disclose at the top of each page if the information contained on such page is proprietary information

Submitted by: _____
Date: _____

APPENDIX VI
SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES
INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE MBE WBE Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE Participation Percentage** to be subcontracted _____%

Total **MBE Participation Percentage** to be subcontracted _____%

Total **WBE Participation Percentage** to be subcontracted _____%

Total **Other DBE Participation Percentage** to be subcontracted _____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. **If your business is located in a labor surplus area, please check here:**

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Appendix, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Signature

Date

(Print Name)

Business Name

**APPENDIX VII – SUB ENGINEERING CONSULTANT/SUBCONTRACTOR
 BUSINESS INFORMATION**

Project: City of Columbia Art Center Design Build Services

The Design Builder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishings materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for the proposed changes.

Business Name/ Address /SAMS/DUNS #/ CAGE #	Contact Name/ Telephone	Disadvantage d Business Enterprise Information (MBE, WBE SBE) If applicable	Services/Materials to be Provided	Cost of Service/Mat (\$ Value)

TOTAL: \$ _____

 Consultant
 By _____

I certify this information is true and correct.

 Date

Rev Contracts Div_08/26/16

Please check any certifications the prime has:

SBE MBE WBE LBE



APPENDIX VIII- REFERENCE QUESTIONNAIRE

RFP004-16-17-NMJ

City of Columbia Art Center Design Build Services

Design Builder's Name: _____

Please answer the questions below in reference to the design builder listed above. You are receiving this reference because the Contractor has performed design build services for you within the last five (5) years. Your response to the question below will be most helpful to us in the selection process.

1. What was the project name?

2. What was the description of the design build project?

3. Were you able to communicate with the Design Builder throughout the course of the project?
Did the Design Builder respond to you in a timely manner?

4. What were the specialized expertise and/or resources that the Design Builder provided?

5. Did the design builder assist in receiving reimbursements from any federal agencies?

6. Did you experience any performance-related issues during the project? If so, please explain in detail.

7. Did the Design Builder conform to the requirements of the Agreement?

8. Now, after working with the Design Builder, are there any tasks that you wish you had known in

advance, before contracting with them?

9. On a scale of 1 to 5, with 5 being the highest, how satisfied were you with the results and overall performance of the Engineering Consultant? If rated less than 5, please state the reason.

To be completed by the person completing the Reference Questionnaire:

Reference Entity Name: _____

Contact Name: _____

Contact Signature: _____

Address: _____

Email/Phone Number: _____

APPENDIX IX – COST FORM

Name of Design-Builder: _____
Name of General Contractor: _____
Name of Lead Architect: _____
Name of Site Superintendent: _____
Name of Project Manager: _____

Project duration for phase 1: _____ (Calendar Days)

Scope of services _____ \$
Individual project bonding capacity: _____ \$
Total bonding capacity: _____ \$
Amount of bonded contracts currently in process: _____ \$

Total for Phase 1 \$ _____

Project duration for phase 2: _____ (Calendar Days)

Scope of services _____ \$
Individual project bonding capacity: _____ \$
Total bonding capacity: _____ \$
Amount of bonded contracts currently in process: _____ \$

Total for Phase 2 \$ _____

Guaranteed Maximum Price \$ _____

Name of Company

Printed Name of Firm Representative Signature of Firm Representative

Street Address City / State / Zip

Phone Fax Date

APPENDIX X – BID BOND FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned
_____ as Principal, and _____
as Surety, are hereby held and firmly bound unto The City of Columbia, South Carolina, as
owner, in the penal sum of _____

_____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
our heirs, executors, personal representatives, administrators, successors and assigns.

Signed this _____ day of _____, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF
COLUMBIA a certain bid, attached hereto and hereby made a part to enter into a contract in writing, for the

Project: RFP004-16-17-NMJ City of Columbia Art Center Design Build Services

NOW, THEREFORE:

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted, and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

bidbond.v3 L/R 10/15/93

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Attest Principal

Attest Surety

SEAL By: _____

Countersigned

By _____

Attorney-in-Fact

CERTIFICATE 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 the _____ of the said corporation and duly authorized to sign on the said corporation's behalf; that I know the signatory's signature and the signatory's signature on the within bond is genuine; and, that the said bond was duly signed, sealed and attested to, for and on behalf of the said corporation.

_____(Corporate Seal)

By: _____
Its: Secretary

(Power-of-attorney for person signing for surety company must be attached to bond.)
bidbond.v3 L/R 10/20/95

APPENDIX XI – PAYMENT/PERFORMANCE BOND FORM

PERFORMANCE – PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That we

(1) _____, a (2) _____

hereinafter called Principal, and (3) _____,

State of _____, hereinafter called Surety, are held and firmly bound unto the (4) The City of Columbia, South Carolina, hereinafter

called Owner, in the penal sum of _____ (\$000,000.00)

Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner dated the _____ day of _____, 2016, a copy of which is hereto attached and made a part hereof for supplying certain

Project: RFP004-16-17-NMJ City of Columbia Art Center Design Build Services

Now, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good default, and shall promptly make payment to all person, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, thence this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligation

on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of contract or to the work or to the specifications.

PROVIDED FURTHER that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in **four (4)** counterparts each one of which shall be deemed an original this _____ day of _____, 2016.

ATTEST:

Principal Secretary

(SEAL)

Witness

Witness

ATTEST:

Surety Secretary

(SEAL)

Witness

Witness

Principal

By _____

Address

Surety

By _____

Address

South Carolina Registered Agent

1. Name of Contractor
2. Corporation, Partnership, Individual
3. Name of Surety
4. Name of Owner
5. If partnership, all partners should execute Bond

(Attach Power of Attorney where applicable)

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT

ppbond.v3 L/R 10/07/94

APPENDIX XII – FEDERAL LABOR STANDARDS PROVISIONS

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**APPENDIX XIII – REQUIRED CONTRACT PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX XIV – SECTION 3

SECTION 3 OVERVIEW FOR RECIPIENTS OF HUD HOUSING & COMMUNITY DEVELOPMENT FUNDING

Why HUD Enforces Section 3?

Each year the U.S. Department of Housing and Urban Development invests billions of federal dollars into distressed communities for projects that build and rehabilitate housing; improve roads and community centers; and help families achieve the American Dream.

The Section 3 regulation acknowledges that HUD funding typically results in projects/activities that generate new contracting, employment, and other economic opportunities that not only impact bricks and mortar, but also create a multiplier effect for local housing providers and businesses that provide goods and services.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD’s policy for providing preference for new employment, training, and contracting opportunities created from the usage of covered HUD funds to low- and very low-income residents of the community where certain funds are spent (regardless of race or gender), and the businesses that substantially employ these persons.

Applicability of Section 3 to Housing and Community Development Assistance

Contractors or subcontractors that receive contracts in excess of \$100,000 for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients.

Section 3 applies to all projects and activities involving housing construction, rehabilitation, or other public construction that is funded with covered HUD funding. Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities. If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements have not been triggered.

Section 3 Compliance Checklist

Section 3 requires that you and your contractors and subcontractors with contracts of more than \$100,000 who hire or award contracts associated with the project take steps so that low- and very low-income residents and Section 3 business concerns have an opportunity to benefit from the project.

Described below are steps you must take to ensure that you comply with Section 3 and against which you will be evaluated. Please initial each of the following items:

1. Include the Section 3 clause in your contracts.
2. Develop a list of Section 3 business concerns to use in selecting your contractors and to distribute to your contractors and persons you provide funds under this program. HUD Section 3 website has a sample of a form a business can complete for to determine whether it is a Section 3 business.
3. Require your contractors and subcontractors to provide you copies of subcontracts over \$100,000 showing inclusion of the Section 3 Clause and retain them for later review by City of Columbia, HUD, or their representatives.
4. If you hire employees for the project, provide documentation of your efforts to identify and provide training and employment opportunities to Section 3 residents. See Attachment A "Appendix to Part 135" for examples of acceptable methods.
5. If you award contracts for more than \$100,000 you must take steps to provide contracts to Section 3 business concerns and document your efforts. See Attachment A for examples of acceptable steps you can take.
6. If you or your contractors and their subcontractors encounter impediments in hiring Section 3 residents or awarding contracts to Section 3 business concerns, provide City of Columbia a written explanation of the impediments before any contracts are signed for the project.
7. Assemble items 3-5 above and retain them for later review by City of Columbia, HUD, or their representatives.
8. Collect from your contractors and subcontractors with contracts over \$100,000 a completed "Section 3 Data Form" regarding each entity's efforts and success in providing training and employment opportunities to Section 3 residents, and contracting with Section 3 business concerns.
9. Submit the Section 3 Data Forms to City of Columbia after the bids have been received but before construction contracts are signed. If new subcontractors are hired, submit the forms before their contracts are signed.

Print Name

Title

Sign Name

Date

APPENDIX XV – CITY HOLIDAY SCHEDULE



The following is the Holiday schedule for calendar year 2016. City offices will be closed on these days.

Holiday	Official & Designated Day - 2016
New Year's Day	Friday, January 1, 2016
Martin Luther King, Jr. Day	Monday, January 18, 2016
Friday before Easter	Friday, March 25, 2016
Memorial Day	Monday, May 30, 2016
Independence Day	Monday, July 4, 2016
Labor Day	Monday, September 5, 2016
Thanksgiving Day	Thursday, November 24, 2016
Day after Thanksgiving Day	Friday, November 25, 2016
Day in conjunction with Christmas	Friday, December 23, 2016
Christmas Day	Monday, December 26, 2016

Holiday	Official & Designated Day - 2017
New Year's Day	Friday, January 2, 2017
Martin Luther King, Jr. Day	Monday, January 16, 2017
Friday before Easter	Friday, April 14, 2017
Memorial Day	Monday, May 29, 2017
Independence Day	Tuesday, July 4, 2017
Labor Day	Monday, September 4, 2017
Thanksgiving Day	Thursday, November 23, 2017
Day after Thanksgiving Day	Friday, November 24, 2017
Day in conjunction with Christmas	Monday, December 25, 2017
Christmas Day	Tuesday, December 26, 2017

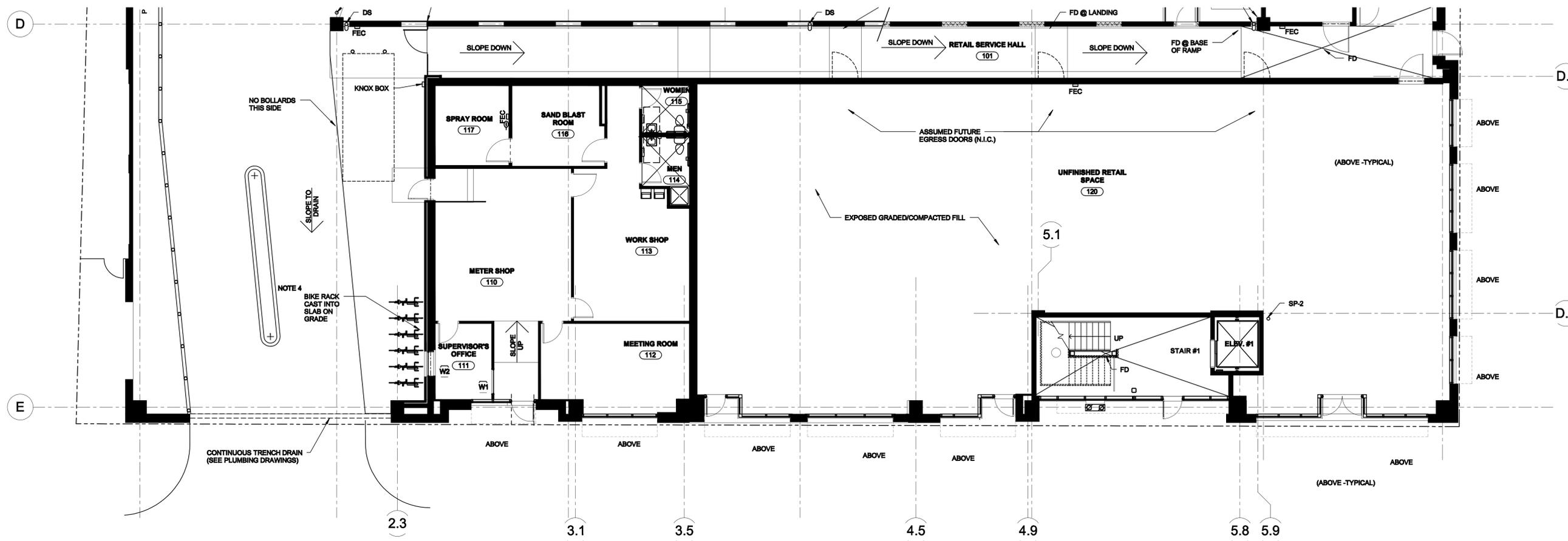
Exhibit A
Equipment/Furnishings for Art Center
as of 12/7/15

OWNER TO PURCHASE (For Information Only)		
<u>Item</u>	<u># needed</u>	<u>Vendor</u>
<u>OPEN STUDIO</u>		
Metal Shelves for OS	12	U Line
Lockers for OS		U Line
H1393 3 wide	4	U Line
H1845 1 wide	1	U Line
<u>Equipment for Studio</u>		
Wedging Table	2	
20x24 Ceramic Supply		
Extruder Work Table (custom - quote received)	1	
Slab Roller	1	
Northstr 36" super series slab roller #1050		
Clay Storage Cart	2	
Debcor portable (Axner)		
17 1/2 x 13 1/2 x 28 1/2		
<u>Banding Wheels</u>		
11" SCS02	2	
8" SCS04	2	
Sculpture SCS01	2	
<u>Shimpo Adjustable Throwing Stools</u>		
14	14	Clay King
<u>Throwing Wheels:</u>		
Brent C 3/4 HP	2	clay King
Brent B 1/2 HP	2	clay King
Shimpo V Lite 1/2 HP	3	clay King
Thomas/Skutt with extension		
Revolution 1/2 HP	1	
Extension	1	
<u>Work Tables:</u>		
8	8	
Debcor 96" with formica top		
<u>Kiln Room</u>		
Brent EX Ware Cart	1	
Brent Kiln Shelf Cart B-5	2	
Drying Cabinet (custom)		
* Drying Cabinet already in process purchased		
Vent Hoods - Not Quoted - do we purchase		
Kiln Vents	3	

Equipment/Furnishings for Art Center
as of 12/7/15

<u>Miscellaneous</u>		
Axner New Wave Pug Mill	1	
Axner Small Pug Mill Work Bench/Casters	1	
Buffalo Trap EZE 3.5 gallon	2	
Extra Buckets	3	
<u>Glaze Room</u>		
BBF Economy Bench Booth (Paasche)	1	Clay King
Laguna Pro V Free Standing Spray Booth	1	
<u>Office Furniture (estimated)</u>		
Office prices from Office Depot web site		
Desks: L shaped with return	1	
Desk standard large	1	
Chairs: ergonomic	2	
File Cabinet: 4 drawer vertical	2	
Bookcase solid	2	
Printer (estimated)	1	
Copier (estimated)	1	
<u>Miscellaneous</u>		
Stackable chairs (Plastic)	50	
Kaivic Model 1715 Cleaner	1	

Exhibit B



CITY OF COLUMBIA
 DEPARTMENT OF UTILITIES AND ENGINEERING
 ENGINEERING DIVISION
 P.O. BOX 147
 COLUMBIA, SOUTH CAROLINA 29217

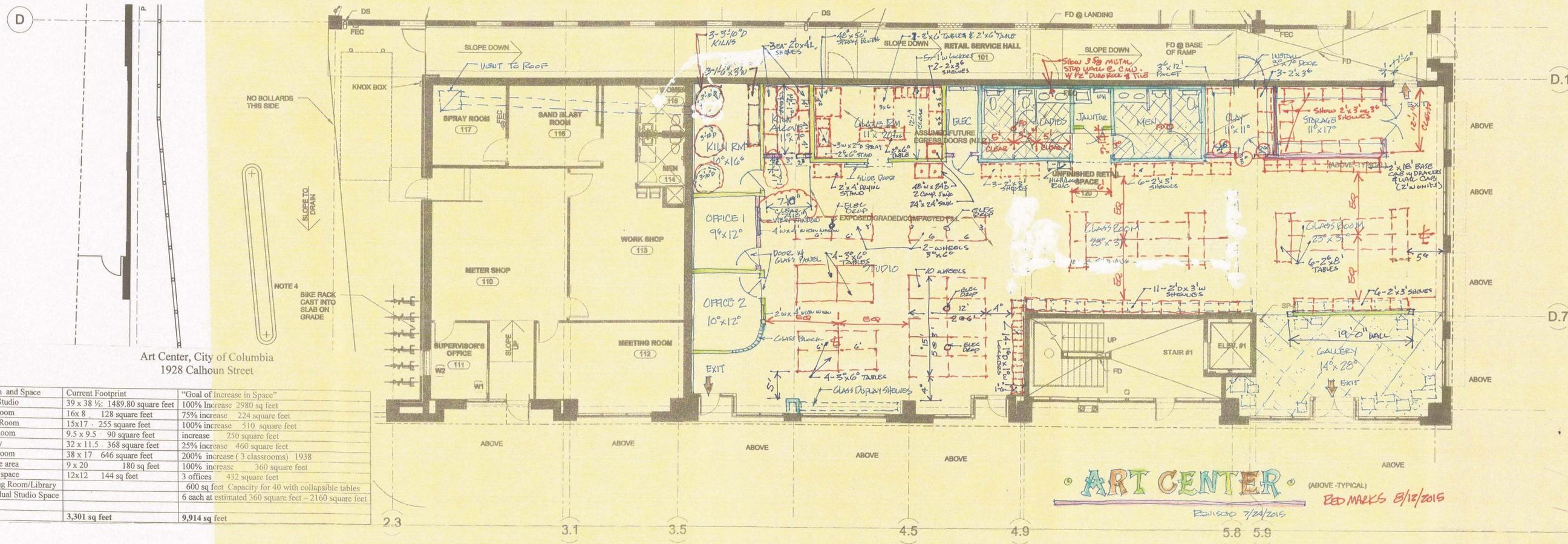
NO.	DATE	INITIALS	DESCRIPTION

NO.	DATE	INITIALS	DESCRIPTION

PROJECT TITLE:
 CITY ART CENTER
 COLUMBIA, SC 29201

SHEET TITLE:
 EXISTING
 FLOOR PLAN

DRAWING INFORMATION	
DESIGNED BY:	-
DRAWN BY:	MWD
BOOK NO:	-
DATE:	1/14/15
PROJECT NO:	-



Art Center, City of Columbia
1928 Calhoun Street

Room and Space	Current Footprint	"Goal of Increase in Space"
Main Studio	39 x 38 1/2: 1489.80 square feet	100% Increase 2980 sq feet
Kiln Room	16x 8 128 square feet	75% increase 224 square feet
Glaze Room	15x17 255 square feet	100% increase 510 square feet
Clay Room	9.5 x 9.5 90 square feet	increase 250 square feet
Gallery	32 x 11.5 368 square feet	25% increase 460 square feet
Class room	38 x 17 646 square feet	200% increase (3 classrooms) 1938
Storage area	9 x 20 180 sq feet	100% increase 360 square feet
Office space	12x12 144 sq feet	3 offices 432 square feet
Meeting Room/Library		600 sq feet Capacity for 40 with collapsible tables
Individual Studio Space		6 each at estimated 360 square feet - 2160 square feet
	3,301 sq feet	9,914 sq feet

CITY OF COLUMBIA

DEPARTMENT OF UTILITIES AND ENGINEERING
ENGINEERING DIVISION
P.O. BOX 147
COLUMBIA SOUTH CAROLINA 29217



REVISION

NO. DATE INITIALS DESCRIPTION

XX XX/XX/XX XXX XXXXXXXXXXXXXXXXXXXX

PROJECT TITLE:

CITY ART CENTER
COLUMBIA, SC 29201

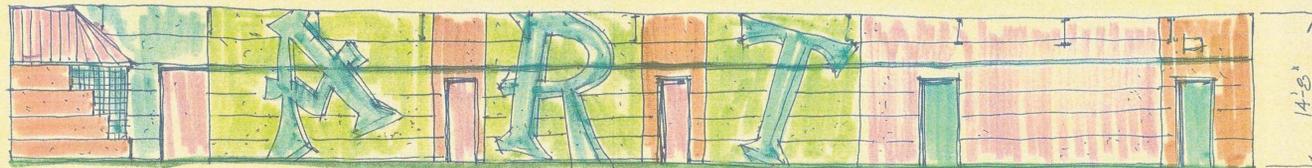
SHEET TITLE:

EXISTING FLOOR PLAN

DRAWING INFORMATION

DESIGNED BY: -
DRAWN BY: MWD
BOOK NO: -
DATE: 1/14/15
PROJECT NO: -

SHEET NO: A1 OF 1



BACK WALL ELEVATION

REVISED 7/24/2015