

FIRE ALARM SYSTEM REPLACEMENT

TO

WILLIAMSBURG COUNTY

SCHOOL DISTRICT

500 North Academy Street

Kingstree, SC 29556

Kingstree High School – East Campus

615 Martin Luther King Ave.

Kingstree, SC 29556

&

Kingstree High School – West Campus

616 Martin Luther King Ave.

Kingstree, SC 29556

Bid Due: 04/05/2023 at 2:00 p.m. EST

Submit to:

Williamsburg County School District

Attn: Michael Barrineau

KHS Fire Alarm System Replacements

500 North Academy Street

Kingstree, SC 29556

ETi Engineering, LLC

5725 Bush River Road

Columbia, S.C. 29212

803.233.9396



02/24/2023

SUMMARY OF WORK

Description of work:

Provide Fire alarm system replacement as shown on the contract drawings and specifications at the following locations:

- **Kingstree High School – East Campus** - 615 Martin Luther King Ave., Kingstree, SC 29556
- **Kingstree High School – West Campus** - 616 Martin Luther King Ave., Kingstree, SC 29556

Demolition:

Contractor shall provide the demolition and removal of all materials, conduits, wiring, and appurtenances as indicated on the drawings. Disposal of all removed materials shall be included. The Owner shall reserve the right to retain all materials prior to removal from site.

Contractor Use of Premises:

During construction the Contractor shall have use of the area indicated by the District for construction operations, including use of the site. The Contractor's use of the premises is limited only by the Owner's right to perform construction operations or employ separate Contractors on portions of the project.

Confine operations to areas within Contract limits. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

Keep driveways and entrances clear at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize requirements for storage of materials.

Schedule of work:

The existing facilities will be vacated during installation of new system and demolition of existing systems. All disruption to services shall be scheduled in advance with the Owner prior to start of construction. Contractor shall coordinate the availability of products and equipment on the site prior to any demolition or removal of service.

Construction Staging Area:

The Contractor will be assigned an area to be used for construction staging, storage of equipment on site, area for parking of temporary offices and/or supply trailers and area for parking of construction vehicles. Contractor shall provide any necessary temporary fencing with lockable gates for security.

Notice of Owner's Agent:

ETi Engineering, LLC, will act as the Owner's agent during the bidding and construction phases. All references in these specifications indicating to be approved by Architect/Engineer or to be performed by the Architect/Engineer will be performed by ETi Engineering, LLC.

END OF SECTION

TABLE OF CONTENTS

<u>Section</u>	<u>Number of Pages</u>
Summary of Work	1
Table of Contents.....	1
Invitation for Construction Bids	2
Terms and Conditions.....	2
Form of Proposal.....	4
Supplementary Conditions.....	2
Special Provisions.....	2
Insurance	2
Warranties and Bonds	2
Project Closeout.....	4
Application and Certificate for Payment	3

Technical Specifications

<u>Section</u>	<u>Title</u>	<u>Number of Pages</u>
260500	Electrical, General Provisions.....	7
260533	Boxes.....	4
260535	Raceways.....	5
282000	Voice Evacuation Fire Alarm System.....	20

Drawings

	<u>Number of Pages</u>
KHS East Campus - Fire Alarm System Plans.....	10
KHS West Campus - Fire Alarm System Plans.....	9

END OF TABLE OF CONTENTS

INVITATION TO BID

Sealed bids from Fire Alarm System Contractors qualified under provisions of the Contractor's Licensing Law of the State of South Carolina (Secs. 40-11-10-40-11-350 of Code of Laws, 1976 as amended to date) will be received by the owners, **Williamsburg County School District (WCSD)**, on **Wednesday, April 5, 2023**, until 2:00 pm at the **Williamsburg County School District Office located at 500 North Academy Street, Kingstree, SC 29556**; for Fire Alarm System Replacement to schools located in Williamsburg County School District. Faxed bids, due to the possibility of illegibility or misread information will not be accepted.

Description: WCSD Fire Alarm System Replacements to:
Kingstree High School – East Campus &
Kingstree High School – West Campus

Mandatory Pre-bid: **03/27/2022 at 2:00 p.m. EST.**

Pre-Bid Location: Kingstree High School – West Campus - Cafeteria
616 Martin Luther King Ave.
Kingstree, SC 29556

Deadline for Questions: **03/30/2022 at 4:00 pm EST**

Submission of Bid Due: **04/05/2022 at 2:00 pm EST**

Intent to Award: **04/06/2022**

Execute Contract: **04/06/2022**

Start Work: **06/05/2022**

Completion Date (CO): **08/04/2022**

Submit to: Williamsburg County School District Office
Attn: Michael Barrineau
KHS Fire Alarm System Replacements
500 North Academy Street
Kingstree, SC 29556

SEALED BIDS, shall be accompanied by a Bid Bond or certified check in an amount of not less than five percent (5%) of the base bid pledging that the bidder will enter into a contract with the Owner for the terms stated in the bid. Both Performance Bond and Payment Bond will be required in an amount equal to 100 percent of the contract price. All bonds shall be a surety Licensed in the State of South Carolina with an "A" minimum rating or performance and financial strength of at least 5 times the contract amount, including add alternates. All bonds shall be accompanied by a power of attorney authorizing the attorney in fact to bind the surety and certified to include the date of the bond. Bids are due on date and time as noted and will be publicly opened at the stated time and place. **Bids received after this time will not be considered.** You or a representative of your firm are invited to attend.

PLEASE NOTE! Williamsburg County School District assumes no responsibility for the delivery of the solicitation, addendum or solicitation response via the U.S. Postal Service, Fed Ex, UPS, electronic transmission, or any other means.

This contract will be awarded to the responsive offer or whose bid is determined to be the most advantageous to the Williamsburg County School District. However, the right is reserved to reject any and all, or portions of bids received, and in all cases, the District will be the sole judge as to whether a proposer's bid has or has not satisfactorily met the requirements of this bid solicitation. The owner reserves the right to waive any informalities and technicalities in bidding. The District is not required to furnish a statement of the reason(s) why a bid was not deemed to be the most advantageous nor will it be required to furnish any information regarding the bid solicitation.

No bid may be withdrawn for a period of 60 days after date and time of opening of bids. Substantial completion of this project is **August 4, 2023**. Liquidated damages in the amount of \$200.00 per day will be charged this contract for each day beyond the substantial completion date.

Drawings and Specifications for the project were prepared by ETi Engineering, LLC., 5725 Bush River Road, Columbia, South Carolina, (803-233-9396). Invited Contractors licensed to do business in South Carolina, according to the provisions of the Contractor's Licensing Law of the State of South Carolina Code of Laws of South Carolina as amended, may bid this project.

Neither the Owner or the Engineer is responsible for any omissions or deletions to the bids submitted by the Contractor or Sub-Contractor due to receiving an incomplete or partial set of Plans and Specifications.

Bidders are required to inform themselves fully of all laws, ordinances and conditions relating to the construction and labor under which the work will be performed, and each contractor must employ, as far as possible, such methods and means in carrying out the work accordingly. Bidders are required to visit the site and become thoroughly familiar with all existing conditions before submitting a bid. Failure to do so will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the true intent and meaning of the plans and specifications without additional cost to the owner.

No oral interpretations will be made to the bidders as to the meaning of the Plans and Specifications. Requests for interpretations or clarifications will not be made less than 3 days prior to receipt of proposals. All interpretations and clarifications made to bidders will be issued in the form of an addendum. Such addenda are to be covered in the proposals and in the closing contract they will become a part thereof.

END OF SECTION

TERMS AND CONDITIONS

Unless otherwise modified, the following terms and conditions will apply to the services rendered as specified herein and as shown on the drawings. Bids must be held firm and may not be withdrawn for sixty (60) days after the bid opening.

Services to be Provided

The Contractor shall provide services as set forth in their bid and in accordance with the terms identified herein. The services provided will be performed on behalf of and solely for the Williamsburg County School District and any information, tests, reports, correspondence, and conclusions shall not be released to other parties unless authorized by the Williamsburg County School District or in accordance with any applicable state or federal law.

Billing and Payment

Williamsburg School District will pay the Contractor for services performed in accordance with the bid documents and signed Agreement (see Application for Payment). Williamsburg County School District reserves the right to request substantiating information on any bill submitted. Williamsburg County School District will, within 10 days after approval of an invoice requesting payment, either indicate the approval of payment and process the invoice or indicate to the Contractor in writing, the reason for refusing to approve said invoice. In the latter case, the Contractor will make the necessary corrections and resubmit the invoice. Williamsburg County School District will, within 30 days of an approved invoice, pay the amount to the Contractor.

Court Litigation and Waiver of Jury Trial

Notwithstanding the existence of any provision for arbitration of disputes in the contract or any legislation providing for arbitration, any dispute arising under this contract shall not be submitted to arbitration and the parties shall be left to the remedies at law. It is further expressly agreed that both parties waive and relinquish their right to a trial by jury of any dispute arising out of this contract. The intent of the parties is not to have a jury decide any aspect of any dispute which may arise under this contract.

Mediation

All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Williamsburg County School District within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of this dispute, and then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator. Any third-party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties. This process shall be considered as a condition precedent to moving

to court. Equitable Relief Nothing herein shall prevent either party from obtaining a court order enforcing the mediation process or such other temporary or equitable relief until such time that the dispute is settled or finally adjudicated.

END OF SECTION

FORM OF PROPOSAL – FIRE ALARM SYSTEM REPLACEMENT

BID OF: _____
(CONTRACTOR)

BID TO: _____ Williamsburg County School District (WCSD)
(AGENCY/OWNER)

PROJECT NAME: **WCSD Fire Alarm System Replacement at:
Kingstree High School – East Campus &
Kingstree High School – West Campus**

BASE BID AGREEMENT:

The undersigned, having examined all the Bidding Documents shall execute the entire Work in the Bidding Documents described as the Base Bid for the lump sum of:

Kingstree High School – East Campus - \$ _____

Kingstree High School – East Campus - \$ _____

TOTAL BID - \$ _____

which sum is hereafter called the BASE BID.

The Contractor shall provide a warranty under the base bid, which covers defects in materials and workmanship for a period of one (1) year from the date of final acceptance. The warranty shall exclude vandalism, abuse, and acts of God beyond the control of the District or the manufacturer. A thumb drive with the maintenance and warranty documents along with as-builts and all other close-out documents shall be submitted before final acceptance.

Additional five (5) year warranty, which covers defects in materials and workmanship:

TOTAL FIVE (5) YEAR WARRANTY BID: \$ _____

By submitting a proposal, the Contractor agrees that he has visited the site and that he has carefully examined the drawings and specifications as prepared by ETi Engineering, LLC, and has satisfied himself as to all existing conditions which may affect the work.

LISTING OF SUBCONTRACTORS:

Section 11-35-3020(2)(b)(i) of the Code of Laws of South Carolina provides: Any bidder in response to an invitation for bids shall set forth in his bid the name of each subcontractor so identified in the invitation for bids. If the bidder determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor

and if the bidder is qualified to perform such work under the terms of the invitation for bids, the bidder shall list himself in the appropriate place in his bid and not subcontract any of that work except with the approval of the using agency for good cause shown.

<u>Description of Work</u>	<u>Subcontractor's Name</u>
_____	_____
_____	_____

DATE FOR COMMENCEMENT AND SUBSTANTIAL COMPLETION:

The Date for Commencement shall be established in the Notice to Proceed. The Contractor shall not incur any expense until the contract has been awarded. An award requires that either the Contract be signed by both the awarding authority and the contractor or a Notice to Proceed is executed.

All work shall be substantially completed (as evidenced by the date on the CERTIFICATE OF SUBSTANTIAL COMPLETION) provided in the Contract Documents.

The undersigned further agrees that from the compensation to be paid, the owner shall retain as liquidated damages the sum of _____ Two Hundred _____ Dollars (\$200.00) for each calendar day the actual construction time to achieve Substantial Completion exceeds the specified or adjusted contract time for Substantial Completion as provided in the Contract Documents.

BID SECURITY:

The undersigned encloses bid security in the amount of not less than five (5) percent of the BASE BID. The Contractor shall have twenty-one (21) days maximum from the date of the Notice of Intent to Award to deliver Performance and Payment Bonds, Certificate of Insurance, and the Contract (signed by Contractor only). Failure to deliver these documents, as required, shall entitle the Owner to consider the Contractor non-responsible and declare the bid security forfeited.

PERFORMANCE AND PAYMENT BONDS:

Unless otherwise provided in the bid documents, PERFORMANCE and LABOR AND MATERIAL PAYMENT BONDS, each in the amount equal to 100% of the contract price, shall be required of the successful bidder if the contract is awarded.

BID HOLDING TIME AND ACCEPTANCE:

The undersigned agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following the bid date.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

The undersigned certifies that the contractor listed below will provide a "drug-free workplace" as

that term is defined in Section 44-107-30 of the Code of Laws of South Carolina by complying with the requirements set forth in Title 44, Chapter 107.

ETHICS ACT:

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

PROTESTS:

Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [Article 17 - 4210 of the District's Procurement Code] The rights and remedies granted under Article 17 – 4210.1.2 are not available for contracts with an actual or potential value of up to fifty thousand dollars.

PROGRESS PAYMENTS:

Contractor's Application for Payment shall be submitted to the Engineer on AIA Document G702 and G703. The period covered by each Application for Payment shall be not less than one calendar month. The Owner shall make progress payments to the Contractor on undisputed amounts certified by the Engineer within thirty (30) days from receipt of the Application for Payment by the Owner in accordance with Title 29, Chapter 6 of the Code of Laws of South Carolina.

FEDERAL IDENTIFICATION NUMBER: _____

(PRINT)

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS:

(CLASSIFICATION) (LIMITATIONS)	SUBCLASSIFICATION
(S.C. BIDDER'S LICENSE NUMBER) CONTRACTOR'S LICENSE NUMBER)	(S.C.

The undersigned agrees that the terms of this proposal will remain in effect for sixty days in accordance with the requirements defined in the instruction to bidders.

AUTHORIZATION:

(TYPE OR PRINT NAME OF CONTRACTOR)	
(TYPE OR PRINT ADDRESS)	
(TYPE OR PRINT CITY AND STATE)	(PHONE)
(TYPE OR PRINT NAME)	(TITLE)
(SIGNATURE)	(DATE)

END OF SECTION

SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS:

AIA Document A201 - General Conditions of the Contract for Construction and Supplementary Conditions Part I are part of this contract.

Wherever the word "Architect" or "Architect/Engineer" appears herein, the intent is the design professional with whom the Owner has a contractual agreement. In the absence of a design professional, the "Owner" is the "Architect".

SUPPLEMENTS:

The following supplements modify, delete and/or add to the GENERAL CONDITIONS and/or SUPPLEMENTARY CONDITIONS. Where any article, paragraph or subparagraph in the GENERAL CONDITIONS and/or SUPPLEMENTARY CONDITIONS is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added hereto. When any article, paragraph or subparagraph in the GENERAL CONDITIONS and/or SUPPLEMENTARY CONDITIONS is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

- 1.1.4.1 Provide Fire Alarm System Replacement per specifications and as shown on the drawings at the following location:
**Kingstree High School – East Campus &
Kingstree High School – West Campus**

ARTICLE 2 – OWNER

- 2.1.1.1 Williamsburg County School District (WCSD)
500 North Academy Street
Kingstree, SC 29556

District Contact:
WCSD - Michael Barrineau - (843) 355-5571

Questions Contact:
ETi Engineering, LLC
5725 Bush River Road
Columbia, S.C. 29212
Troy Lowder, PE
(803) 233-9396 x105
TLowder@etiservices.net

ARTICLE 3 - CONTRACTOR

3.7.1.1 Add the following subparagraph:

"3.7.1.1 In order that the inspection services of municipal or county building departments might be made available for performed work, the contractor shall require that each subcontractor for these specialty contracts apply for, obtain and pay the cost of a permit and inspection fees for that specialty for which he is as subcontractor."

3.11.2 The contractor shall provide reproducible drawings to the Owner clearly depicting all changes made during construction prior to final payment.

3.12.5.2 All samples and shop drawings shall be submitted in strict accordance with Specifications.

3.15.3 Contractor shall maintain the site in an orderly manner and shall make provisions as necessary to secure the site and materials. Attention shall be closely paid to the appearance and any potential disturbance to adjacent activities.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1.1.2 The Architect/Engineer is:

ETi Engineering, LLC
5725 Bush River Road
Columbia, S.C. 29212
Troy Lowder, PE
(803) 233-9396 x105
TLowder@etiservices.net

4.2.9.1 Warranties and Guarantees: See Specifications.

SPECIAL PROVISIONS

- SP-1 The project is to provide Fire Alarm System replacement as shown on the contract drawings and specifications at the following locations:
- Kingstree High School – East Campus &
Kingstree High School – West Campus
- SP-2 The Owner of the building is Williamsburg County School District.
- SP-3 The A/E of the Project is:
ETi Engineering, LLC.
5725 Bush River Road
Columbia, SC 29212
Phone: (803) 233-9396 x105
Contact person: Troy Lowder, PE
- SP-4 Specific reference in the specifications to any article, device, product, materials, fixture, form or type of construction, etc. by name, make or catalog number, with or without the words or equal, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition and the Contractor in such cases may, at his option, use any article, device, product, material, fixture, form or type of construction which, in the judgment of the A/E expressed in writing, is equal to that named. Where quality and other characteristics are very nearly the same, the question of determining equal materials and readily available service sometimes resolves itself to a matter of personal opinion and judgment and in these and all other cases involving the approval of materials, the opinion, judgment and decision of the A/E and the Owner shall be final and bind all parties concerned.
- SP-5 Requests for written approval to substitute materials or equipment considered by the Contractor as equal to those specified must have been submitted to the A/E for approval by March 23, 2023. Requests must have been accompanied by samples, descriptive literature, and engineering information as necessary to fully identify and allow appraisal of the product. Requests must have been made in writing and in compliance with the specifications.
- SP-6 Approval of the A/E to use materials and/or equipment, if granted, will have been in the form of a written addendum and will have been issued to all bidders. Approved substitutions may be used at Contractors option.
- SP-7 Contractors shall provide an adequate number of waste receptacles at work site. All food and other organic debris shall be collected and disposed of daily.
- SP-8 The Contractor shall provide identification badges made of hard plastic for all workers on the project.
- SP-9 The Contractor shall provide toilet facilities for all workers on the project. The school districts toilet facilities shall not be used by any worker.
- SP-10 All Contractor employees shall abide by the school district dress code.
- SP-11 Fraternalization between contractor employees and students is strictly prohibited.
- SP-12 The use of all tobacco products is prohibited, at all times, on all district/school property.
- SP-13 Occupied Premises:

- A. At a work site where an occupied building is under repair or renovation, normal working hours shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday. Permission to access the work site for deliveries or work at any other time, shall be obtained from the Districts specified Site Representative or Principal or by the Facilities Manager in the absence of a specified Site Representative or Principal; however, any costs associated with such adjustment in work hours shall be born by the Contractor unless the adjustment was requested by the Architect through a Change Order / Directive approved by the Districts Office of Procurement Services.
- B. The District reserves the right to adjust work hours of the Contractor or any subcontractor when the work being performed interferes with the Districts operations at the work site. In the event such an adjustment is made, the Architect shall negotiate with the Contractor for an equitable adjustment to the contract price for such modification to the normal work hours.
- C. For work sites with an occupied building, prior to any shutdown of any electrical, mechanical, security or other such systems, the Contractor shall notify the Architect and the specified Site Representative or Principal or the Facilities Manager in the absence of a specified Site Representative or Principal not less than five (5) days prior to the shutdown. No shut down shall occur without notification to and approval from the Architect and the appropriate District representative.

SP-14 **CONTRACTOR'S CARE:**

Contractor shall exercise due care in protecting all property and surrounding property. Contractor will be responsible for any damage and will be required to restore any damage. If the contractor fails or refuses to repair any damage promptly, the District may have the necessary work performed and charge the pricing thereof to the contractor.

END OF SECTION

CONTRACTOR'S LIABILITY INSURANCE

1. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
 - b. claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employee(s);
 - c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employee(s);
 - d. claims for damages insured by usual personal injury liability coverage;
 - e. claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - g. claims for bodily injury or property damage arising out of completed operations; and
 - h. claims involving contractual liability insurance applicable to the contractor's obligations under the provision entitled Indemnification – Third Party Claims.

2. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis:
 - a. Premises – Operations;
 - b. Independent Contractor's Protective;
 - c. Products and Completed Operations;
 - d. Personal and Advertising Injury;
 - e. Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims;
 - f. Broad Form Property Damage including Completed Operations; and
 - g. Owned, Non-owned and Hired Motor Vehicles.

3. The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project)	\$1,000,000
Products Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense	\$ 5,000

BUSINESS AUTO LIABILITY (including all owned, non-owned, and hired vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$ 750,000

WORKERS COMPENSATION:

State Statutory

Employers Liability \$100,000 per Accident

\$500,000 Disease, Policy Limit

\$100,000 Disease, Each Employee

4. Required Documentation:
 - a. Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name Williamsburg County School District as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis.
 - b. Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that
 - (1) names Williamsburg County School District as an additional insured;
 - (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the District has been given at least thirty (30) days written notice; and
 - (3) provides that the contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory.
 - c. Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.
5. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.
6. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

END OF SECTION

WARRANTIES AND BONDS

Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the owner.

Special Warranties are written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the Owner.

Requirements for warranties for products and installations that are specified to be warranted, are included in the individual Sections of Specifications.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted Work.

Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: On determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through part of its useful service life.

Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, right and remedies otherwise available under the law, nor shall warranties periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

The Owner reserves the right to refuse to accept Work where a special warranty, or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for

warranties other than the date of Substantial Completion, submit written warranties on Engineer's request.

Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.

END OF SECTION

PROJECT CLOSEOUT

Substantial Completion:

Before requesting inspection for certification of Substantial Completion, complete the following:

In the Application for Payment that coincides with the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed substantially complete.

Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar record information.

Change-over permanent locks and transmit keys to the Owner.

Complete start-up testing of systems, and instruction of the Owner's personnel. Remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

Complete final clean-up. Touch-up and repair and restore marred exposed finishes.

Inspection Procedures:

On receipt of a request for inspection, the Engineer will proceed or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.

Results of the completed inspection will form the basis of requirements for final acceptance.

Final Acceptance:

Before requesting inspection for certification of final acceptance and final payment, complete the following:

Submit final payment request with releases.

Submit a final statement, accounting for changes to the Contract Sum.

Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.

Submit consent of surety to final payment.

Submit evidence of continuing insurance coverage complying with insurance requirements.

Record Document Submittals:

Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the Engineer's reference.

Record Drawings:

Maintain a clean undamaged hard-copy set of Contract Drawings and Shop Drawings. Mark-up these drawings to show actual installation. Mark whichever drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

Mark any penetrations to rated walls and identify the UL classified system for penetrations. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover.

Upon completion of the Work, submit record drawings (hard copy and electronic) to the Engineer for the Owner's records.

Record Specifications:

Maintain one copy of the Project Manual, including addenda. Mark to show variations in actual Work performed in comparison with the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot be readily discerned later by direct observation. Note related record drawing information and Product Data.

Upon completion of the Work, submit record Specifications (hard copy and electronic) to the Engineer for the Owner's records.

Maintenance Manuals:

Organize maintenance data into sets of manageable size. Bind in individual heavy-duty, 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Upon completion of the Work, submit record Maintenance Manuals (hard copy and electronic). Include the following information:

- Warranty beginning and ending dates
- Emergency instructions.
- Spare parts lists.
- Copies of warranties.
- Wiring diagrams.
- Recommended "turn around" cycles.
- Inspection procedures.
- Shop Drawings and Product Data.

Operating and Maintenance Instructions:

Arrange for the installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Upon completion of the Work, submit record O&M (hard copy and electronic) Include a detailed review of the following:

- Maintenance manuals.
- Spare parts and materials.
- Tools.
- Lubricants.
- Control sequences.
- Hazards.
- Warranties and bonds.
- Maintenance agreements and similar continuing commitments.

As part of instruction for operating equipment, demonstrate the following procedures:

- Start-up and shutdown.
- Emergency operations.
- Safety procedures.

Final Cleaning:

Employ experienced workers for final cleaning. Clean each surface to the condition expected in a commercial building cleaning and maintenance program. Complete the following before requesting inspection for certification of Substantial Completion:

- Remove labels that are not permanent labels.

- Clean transparent materials.

- Clean exposed hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign surfaces. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

- Clean the site of rubbish, litter and other foreign substances. Sweep paved areas; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

Removal of Protection:

- Remove temporary protection and facilities.

Compliance:

Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials from the site and dispose of in a lawful manner.

END OF SECTION

APPLICATIONS FOR PAYMENT

Schedule of Values:

Coordinate preparation of the Schedule of Values with the Contractor's Construction Schedule.

Correlate line items in the Schedule of Values with other schedules and forms, including:

Contractor's Construction Schedule.

Application for Payment form.

List of subcontractors.

List of products.

Schedule of submittals.

Submit the Schedule of Values to the Engineer at the earliest date, but no later than 7 days before the date scheduled for submittal of the initial Application for Payment.

Format and Content: Use AIA documents as noted below.

Identification: Include the following identification:

Project name and location.

Name of Architect/Engineer.

Project number.

Contractor's name and address.

Date of Submittal.

Break Contract Sum down in enough detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts off to the nearest dollar; the total shall equal the Contract Sum.

Update and resubmit the schedule when Change Orders or Construction Change Directives change the Contract Sum.

Applications for Payment:

Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.

Payment Application Times:

Payment dates are indicated in the Agreement. The period covered by each application is the period indicated.

Payment Application Forms:

Use AIA Document G702 and Continuation Sheets G703 as the form for the application.

Application Preparation:

Complete every entry, including notarization and execution by persons authorized to sign on behalf

of the Contractor. Incomplete applications will be returned without action.

Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the period covered by the application.

Transmittal:

Submit 5 executed copies of each application to the Owner; all copies shall be complete, including waivers of lien and similar attachments.

Initial Application for Payment:

Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include:

- List of Subcontractors.
- List of suppliers and fabricators.
- Schedule of Values.
- Contractor's Construction Schedule (preliminary if not final).
- Submittal Schedule (preliminary if not final).
- Copies of building permits.
- Copies of licenses from governing authorities.
- Certificates of insurance and insurance policies.
- Performance and Payments bonds (if required).

Application for Payment at Substantial Completion:

Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions. Administrative actions and submittals that precede or coincide with this application include:

- Warranties and maintenance agreements.
- Maintenance instructions.
- Change-over information related to Owner's occupancy.
- Final clearing.
- Application for reduction of retainage, and consent of surety.

Final Payment Application:

Administrative actions and submittals which must precede or coincide with submittal of the final payment application include:

- Completion of Project closeout requirements.
- Completion of items specified for completion after Substantial Completion.
- Transmittal of required Project construction records to Owner.
- Spare Parts and materials extra stock.
- Evidence of payment and release of liens.

List of Subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends and holidays.

END OF SECTION