

PROJECT MANUAL

Project: Classroom Projectors Installation
At: Cherokee Trail Elementary School
Westwood Elementary School

School Location: Cherokee Trail Elementary School
6219 Hwy 184 E.
Donalds, SC 29638

Westwood Elementary School
124 Hwy 28 ByPass
Abbeville, SC 29620

Owner: Abbeville County School District
400 Greenville St.
Abbeville, South Carolina 29620

Owner's Representative: Matt Kimsey
Director of Technology (ext. 1071)
mkimsey@acsd.k12.sc.us

400 Greenville St.
Abbeville, South Carolina 29620
Telephone (864) 366-5428
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Dated: December 1, 2006

ABBEVILLE COUNTY SCHOOL DISTRICT
CLASSROOM PROJECTORS INSTALLATION AT CHEROKEE TRAIL ELEM AND WESTWOOD ELEM

INVITATION FOR BIDS

Sealed proposals for CLASSROOM PROJECTORS INSTALLATION AT CHEROKEE TRAIL ELEMENTARY SCHOOL AND WESTWOOD ELEMENTARY SCHOOL, Abbeville County, South Carolina, will be received from qualified bidders by Abbeville County School District, Owner, until 3:00 PM, prevailing time, on Friday, January 12, 2007. **A mandatory pre-bid meeting will be held at the sites on December 19, 2006 beginning 9:00 AM at Abbeville County School District Administrative Offices.**

The Owner is: Abbeville County School District
400 Greenville Street
Abbeville, SC 29620

The scope of work is to supply all labor, materials and equipment necessary as per specifications for the installation twenty (20) ceiling mounted classroom LCD projectors and supporting sound systems at Cherokee Trail Elementary School and ten (10) ceiling mounted classroom LCD projectors and supporting sound systems at Westwood Elementary School, both in Abbeville County.

Bids will be binding for a period of Sixty (60) days following the date on which the bids were opened. A five (5%) percent bid bond payable to the Owner, will be required if the bid equals or exceeds \$100,000. Performance and payment bonds in the amount equal to 100% of the bid will be required if the bid equals or exceeds \$50,000. The cost of all bonds must be included in the bid.

Bids must comply with the laws of the State of South Carolina, Conditions of the Project Manual, and must be made on the form provided, enclosed in an opaque envelope bearing the name and address of the bidder, his Bidder's Licenses Number and his Contractors License Number (if applicable) and marked:
"Classroom Projectors Installation At Cherokee Trail Elementary School and Westwood Elementary School".

The Owner reserves the right to reject any or all bids and waive technicalities or informalities and to award the contract in the best interest of the Owner.

The Owner shall award public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapping condition.

INSTRUCTIONS TO BIDDERS

1. Explanation to Bidders

Any explanation desired by bidders regarding the meaning or interpretation of the drawings and specifications should be requested from the Owner with sufficient time allowed for a reply to reach them at least (3) days before the submission of their bids. Any interpretations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidders shall be acknowledged on the proposal form in the space provided.

2. Approval of Materials

A. Substitution:

The contract shall be based on the standards of quality established in the Contract Documents. Products specified by reference to standard specifications such as ASTM and similar standards do not require further approval except for interface within the work. Do not substitute materials, equipment or methods unless such substitution has been specifically approved in writing for this work by the Owner.

B. "Or Equal:"

Where the phrase "or equal" or "equal as approved by the Owner" occurs in the Contract Documents, do not assume that the materials, equipment or methods will be approved as equal unless the Owner has specifically approved the item for the work. The decision of the Owner shall be final.

C. Approval of substitutions and "or equal" materials:

In cases where a bidder is in doubt concerning the acceptability of a material that is desired to be used as a basis for this bid, the bidder may request the Owner's approval to use such material in lieu of that particularly mentioned as a basis of this bid. Request from material dealers must be made through a bidder. Such request shall be submitted in writing, along with all necessary materials data specifications, to the Owner for approval. The Owner's approval to use the materials, as a basis of bids will, if granted, be in writing and a copy will be forwarded to all other bidders.

3. Addenda

Changes or corrections may be made in the Bid Documents after they have been issued and before bids are received. In such cases, the Owner will issue a written addendum describing the changes or corrections to all bidders. Such Addendum or Addenda will take precedence over the portion of the Bid Documents concerned and will be considered as a part of the Contract Documents. Except in unusual cases, an addendum will be issued at least three (3) days prior to bid opening time.

4. Examination of Drawings and Specifications

Each bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. If any bidder is in doubt as to the true meaning of any part of the Drawings, specifications or other documents, or if any error, discrepancy, conflict or omission is noted, the bidder should immediately contact the Owner representative and request clarification. The Owner will clarify the intent of the documents and/or correct such error, discrepancy, conflict or omission and will notify all bidders by Addendum in cases where the extent of the work or the cost thereof will be appreciably affected. No allowance will be made after the bids are received for oversight by a bidder.

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5. Examination of Other Conditions Affecting the Work

Each bidder shall examine and thoroughly familiarize himself with all existing conditions including all applicable laws, ordinances, rules and regulations that will affect the work prior to submitting a proposal. He shall visit the site, examine the grounds and all existing buildings, utilities and roads and shall ascertain by any reasonable means all conditions that will in any manner affect his work. He shall ask the Owner for any additional information that he deems necessary for him to be fully informed as to exactly what is to be expected prior to submitting a proposal. Any discrepancies noted between same shall be noted in writing to the Owner three (3) days prior to the established bid date for inclusion in a written addendum.

6. Preparations and Submission of Proposals

Proposals to be entitled for consideration must be made on the form provided in the Project Manual by the Owner and must be signed by an officer of the company, i.e., President, Vice President, Secretary, Treasurer, Owner or Partner. Bidder must comply with all conditions set forth in the "Form of Proposal" and "Invitation to Bid". Figures shall be entered on the proposal form in writing. All blank spaces shall be filled in properly or indicated as "NOT APPLICABLE" as necessary. No interlineations or alterations will be made on the proposal form. If erasures are necessary and appear on the forms, the person signing the proposal must initial each such erasure. Proposals shall be placed in an opaque envelope, sealed, addressed and delivered in the manner and at the time stipulated in the Invitation and/or Advertisement for Bids. Facsimile bids will not be considered, but modification by facsimile of bids already submitted will be considered, if received prior to the time set for opening bids, **facsimile modifications shall not reveal the amount of the original or revised bid.**

7. Bid Guarantee

Bid guarantee is required for this project if bid amount equals or exceeds One Hundred Thousand Dollars \$100,000.00. Bid guarantee shall be in the form of a five (5%) bid bond or bank check.

8. Bidder Qualifications

Proposals for each contract will be accepted from bidders who are regularly engaged in the work they are bidding, which represents a significant portion of their total volume and who perform this work with persons regularly employed on their direct payrolls or on the direct payrolls of a listed subcontractor. Bidders must have a minimum of two years experience installing the specified system. Bidder must be an authorized reseller for the manufacturer of specified system. Before a bid is considered for award, the bidder may be requested by the Owner to submit a statement of facts in detail as to their previous experience in performing similar or comparable work and of his business and technical organization and financial resources and plans available to be used in contemplated work. The bidder may also be required to submit a statement of facts in detail on his proposed subcontractors as to their previous experience and past performance in performing similar work or comparable work.

9. Acceptances or Rejection of Proposal

The Owner reserves the right to reject any or all bids when such rejection is in the interest of the Owner; to reject the bid of the bidder who has previously failed to perform or to complete on time Contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Owner, in a position to perform the contract. The Owner reserves the right to reject any subcontractor who has previously failed to perform properly in the opinion of the Owner. The Owner also reserves the right to waive any informalities and technicalities in bidding. The Owner may also accept or reject any of the alternates that may be set forth on the "Form of Proposal". The Contract will be awarded (unless all bids are rejected), under normal circumstances, to the lowest responsible bidder. The Owner reserves the right, however, to award the Contract in his best interest and therefore may select a bidder other than the lowest if the Owner considers such to be advantageous to him.

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10. Withdrawal of Bids

Bids may be withdrawn on written or telegraphed request received from bidders prior to the time fixed for the opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

11. Contractor's Licenses

A. Each bidder is required to comply with all laws and regulations regarding licensing, permitting, and bidding in the State of South Carolina, Abbeville County and any Municipality having jurisdiction over this project.

B. If a Contractor has any employees earning income in South Carolina who are legal residents of another state, he also becomes a withholding agent and must withhold South Carolina Income Taxes from the earnings of the non-resident employees on the basis of tables furnished by the South Carolina Tax Commission. This Contractor is reminded he must abide by all South Carolina tax laws.

12. Existing Utilities

Each Contractor shall be responsible for the protection of underground and overhead utilities in his work area which are shown on the Drawings and / or which can be detected by a visual inspection of the job site. Each Contractor is cautioned, however, that there may exist unknown underground utilities neither visible nor shown on the Drawings. Each Contractor will take all reasonable precautions necessary to detect and preserve the services, which these utilities provide. Should additional work be caused to the Contractor by the presence of such unknown underground utilities, the Owner using a negotiated change order shall reimburse the cost borne by the Contractor as a result of it.

13. Bonds

In the event the accepted bid equals or exceeds Fifty Thousand Dollars (\$50,000.00) a Performance Bond and Labor and Material Payment Bond will be required in the amount of one hundred percent (100%) of the contract amount. Cost of the bonds is to be included with the bid.

14. Access to Project

The Contractor will not be permitted to occupy the site of the work or allowed on the property of the Owner until insurance and bond requirements have been approved and written Notice to Proceed is issued.

GENERAL CONDITIONS

ARTICLE 1 – GENERAL PROVISIONS

- 1.1 **The Contract Document.** The Contract Document consist of the Agreement between the Owner and the Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplemental and other Conditions), Drawings, Specifications, Addenda issued prior to execution on the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.
- 1.2 **The Contract.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Construction Manager and Contractor, (3) between the Architect and Construction Manager, (4) between the Owner and a Subcontractor or Sub-subcontractor or (5) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.
- 1.3 **The Work.** The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.
- 1.4 **The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the Owner’s own forces including persons or entities under separate contracts.
- 1.5 **Execution.** The Owner and Contractor as provided in the Agreement shall sign the Contract Documents. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Document.
- 1.6 **Conflict Resolution.** The parties shall look to the RFP for resolution of conflict or ambiguity in the following order of precedence: (a) the District-Vendor Agreement, (b) the Vendor response to the RFP, and (c) this RFP and any addenda.
- 1.7 **Ownership and use of Architect’s Drawings, Specifications and other Documents.** The Drawings, Specifications and other documents prepared by the Architect are instruments of the Architect’s service through which the work to be executed by the Contractor is described. Unless otherwise indicated, the Architect shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. The Drawings, Specifications and other documents prepared by the Architect, and copied thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor or material or equipment supplier on other projects or for additions to this Project outside of the Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractor and material or equipment suppliers are granted a limited license to use and reproduce portions of the Drawings, Specifications and other documents prepared by the Owner appropriate to and for use in the execution of their Work under the Contract Documents. **Any such Drawings, Specifications and other documents furnished by the Owner under this Contract are for use in maintenance, repair, refurbish and normal upkeep type Work not requiring the direct approval of The State Department Of Education’s Office Of District Facilities Management.**

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ARTICLE 2 – OWNER

- 2.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.
- 2.2 The Owner shall furnish information or services under the Owner’s control with reasonable promptness to avoid delay in orderly progress of the Work.
- 2.3 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.
- 2.4 **Owners Right To Stop Work.** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 3 – CONTRACTOR

- 3.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout this Agreement as if singular in number. The term “Contractor” means the Contractor or the Contractor’s authorized representative.
- 3.2 The Contractor shall take field measurements and verify conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner or the Owner’s Representative at once.
- 3.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved by the Owner or the Owner’s Representative.
- 3.4 **Supervision and Construction Procedures.** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, subject to overall coordination of the Owner’s Representative.
 - 3.4.1 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons performing portions of the work under a Contract with the Contractor.
- 3.5 **Labor and Materials.** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, where temporary or permanent and whether or not incorporated or to be incorporated in the Work.
 - 3.5.1 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons caring out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

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- 3.6 **Warranty.** The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.
- 3.7 **Permits, Fees and Notices.** Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit and the Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.
- 3.7.1 The Contractor shall comply with and give notices required by laws, ordinances, rules and regulations and lawful orders of public authorities bearing on performance of the Work.
- 3.7.2 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Owner's Representative and Owner in writing, and necessary changes shall be accomplished by appropriate Modifications.
- 3.7.3 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner's Representative and the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable cost.
- 3.8 **Superintendent.** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing.
- 3.9 **Construction Schedule.** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's approval a Contractor's Construction Schedule for the Work. Such schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project construction schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- 3.9.1 The Contractor shall cooperate with the Owner's Representative in scheduling and performing the Contractor's Work to avoid conflict, delay in or interference with the Work of other Contractors or the construction or operations of the Owner's own forces.
- 3.9.2 The Contractor shall conform to the most recent schedules.

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- 3.10 **Samples and Product Data.** The Contractor shall review, approve and submit to the Owner's Representative, in accordance with the schedule and sequence, Samples, Product Data and similar submittals required by the Contract Documents.
- 3.10.1 The Contractor shall perform no portion of the Work requiring submittal and review of Samples, Product Data and similar submittals until the respective submittal has been approved by the Owner's Representative. Such Work shall be in accordance with approved submittals.
- 3.10.2 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's Representative approval of Samples, Product Data or similar submittals unless the Contractor has specifically informed the Owner's Representative in writing of such deviation at the time of submittal and the Owner's Representative have given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Samples, Product Data or similar submittals by the Owner's Representative approval thereof.
- 3.10.3 The Contractor shall direct specific attention, in writing or on resubmitted Samples, Product Data or similar submittals, to revisions other than those required by the Owner's Representative on previous submittals.
- 3.11 **Use of Site.** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- 3.11.1 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Owner's Representative before using any portion of the site.
- 3.12 The Contractor shall be responsible for any cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- 3.12.1 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Contractors by cutting, patching, excavating or otherwise altering such construction. The Contractor shall not cut or otherwise alter such construction by other Contractors or by the Owner's own forces except with written consent of the Owner's Representative, Owner and such other Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.
- 3.13 **Cleaning Up.** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- 3.13.1 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.
- 3.14 **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by **negligent acts or omissions of the Contractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.**

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

- 4.1 **Architect.** The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Architect” means the Architect or the Architect’s authorized representative.
- 4.2 **Construction Manager.** The Construction Manager is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Construction Manager” means the Construction Manager or the Construction Manager’s authorized representative.
- 4.3 The Owner will provide its own administration of the Contract through its authorized representative as described in the Contract Documents. The Owner’s Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.
- 4.3.1 The Owner’s Representative will determine in general that the Work is being performed in accordance with the requirements of the Contract Documents, will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.
- 4.3.2 The Owner’s Representative will provide for coordination of the activities of other Contractors and of the Owner’s own forces with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with the other Contractors and Owner’s Representative and Owner in reviewing their construction schedules when directed to do so. The Contractor shall revise the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedule shall constitute the schedule to be used by the Contractor, other Contractors, the Owner’s Representative and the Owner until subsequently revised.
- 4.3.3 The Owner’s Representative will schedule and coordinate the activities of the Contractors in accordance with the latest approved Project construction schedule.
- 4.3.4 The Owner’s Representative, except to the extent required by Subparagraph 4.3.3, will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor’s responsibility as provided in Paragraph 3.4, and will not be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents. The Owner’s Representative will not have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 4.3.5 The Owner’s Representative will review and certify all Applications for Payment by the Contractor, including final payment.
- 4.3.6 Based on the Owner’s Representative’s observations and evaluations of Contractor’s performance of the Work and Application for Payment, the Owner’s Representative will approve the amounts due the Contractors for payment by the Owner.
- 4.3.7 The Owner’s Representative will have authority to reject Work that does not conform to the Contract Documents, and to require additional inspection or testing, in accordance with the Contract Documents. The interpretations and decisions of the Owner’s Representative will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owner’s Representative will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

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- 4.3.8 The Owner shall have the right to use the services of an independent Architect, Construction Manager, Engineer, testing firm or laboratory to inspect, approve, verify, check, or reject the construction means, methods, techniques, sequences, procedures, materials and equipment used by the Contractors, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work for compliance with or not conforming with the Contract Documents.
- 4.3.9 The Owner's Representative will prepare Change Orders and Construction Change Directives in accordance with the Contract Documents.
- 4.3.10 The Owner's Representative will conduct inspections to determine the dates of Substantial Completion and Final Completion. The Owner's Representative will approve for payment the Contractor's Final Application for Payment upon compliance with the requirements of the Contract Documents.
- 4.4 **Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.
- 4.4.1 **Time Limits on Claims.** Claims by either party must be made within 14 days after occurrence of the event giving rise to such Claim or within 14 days after the claimant first recognized the condition giving rise to the Claim, whichever is later. The Claim must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.
- 4.4.2 **Continuing Contract Performance.** Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing the Contractor shall precede diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- 4.4.3 **Waiver of Claims: Final Payment.** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from the following:
1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 2. failure of the Work to comply with the requirements of the Contract Documents; or
 3. terms of special warranties required by the Contract Documents.
- 4.4.4 **Claims for Concealed or Unknown Conditions.** If Conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Owner's Representative and the Contractor will investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both to the Owner. If the Owner's Representative determines that the conditions at the site are not materially different from those indicated in the Contract Document and that no change in the terms of the Contract is justified, the Owner's Representative shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 14 days after the Owner's Representative has given notice of the decision.

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4.4.5 **Claims for Additional Time.** If the Contractor wished to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

4.4.5.1 If adverse weather conditions are the basis for a Claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

4.5 **Disputes Resolution.** All claims, disputes and other matters in question between the Contractor and the Owner arising out of, or relating to, this Agreement or the breach thereof shall be resolved through fair negotiation between the Contractor and the Owner.

4.5.1 In the event that the Contractor and the Owner are unable to resolve the disputes through negotiation, the disputes shall be tried before a circuit court judge to a jury trial and the parties agree that the venue of the action will be in the State of South Carolina, County of Abbeville. Any legal proceeding arising out of, or relating to, this agreement shall include, by consolidation, joinder, or joint filing, any additional person or entity to the final resolution of the matter in controversy.

4.5.2 The Contractor hereby further agrees that, should any subcontractor or supplier to the Contractor file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the Contractor, then the Contractor shall hold the Owner harmless from any and all costs incurred to, legal costs and attorney's fees and payment of any judgment against the Owner.

4.5.3 Should the Owner employ any attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for breach of this Agreement, the Contractor agrees to pay the Owner all reasonable cost, charges, expenses and attorney's fees and his professional witness fees expended or incurred therein.

ARTICLE 5 – SUBCONTRACTORS

5.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or subcontractors of other Contractors.

5.1.1 A Sub-subcontractor is a person or entity that has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 **Award of Subcontracts or Other Contracts for Portions of the Work.** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner's Representative for review by the Owner, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work. The Owner's Representative will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection.

5.2.1 The Contractor shall not contract with a proposed person or entity to which the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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- 5.2.2 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- 5.2.3 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change.
- 5.3 The Contractor shall require each Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound.

ARTICLE 6 – CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

- 6.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which includes persons or entities under separate contracts. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.
- 6.2 **Mutual Responsibility.** The Contractor shall afford the Owner's own forces and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 6.2.1 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner's Representative apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- 6.2.2 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.
- 6.3 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed construction or partially completed construction or to property of the Owner or other Contractors as provided.

ARTICLE 7 – CHANGES IN THE WORK

- 7.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in the Contract Documents.
- 7.1.1 A Change Order shall be based upon agreement between the Owner and the Contractor; a Construction Change Directive by the Owner may or may not be agreed to by the Contractor; the Owner's Representative alone may issue an order for a minor change in the Work.
- 7.1.2 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.
- 7.2 **Change Orders.** A Change Order is a written instrument prepared by the Architect, Construction Manager, if any, or Owner's Representative and signed by the Owner, Contractor, and if applicable the Architect and Construction Manager, stating their agreement upon all of the following:
1. a change in the Work;
 2. the amount of the adjustment in the Contract Sum, if any; and
 3. the extent of the adjustment in the Contract Time, if any.
- 7.2.1 The Contractor will be allowed an allowance for overhead and profit in accordance with the schedule set forth below:
1. For a Contractor, for any work performed by his own forces, fifteen percent (15%) of the cost.
 2. For a Contractor, for work performed by his subcontractor, seven percent (7%) of the amount due the subcontractor.
 3. For each subcontractor included, for any work performed by the subcontractor's own forces, fifteen percent (15%) of the cost.
 4. Cost to which overhead and profit is to be applied shall be determined in accordance with the Contract Documents.

ARTICLE 8 – TIME

- 8.1 **Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- 8.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure or act of the Contractor or of persons or entities for which the Contractor is responsible.
- 8.2.1 The date of Substantial Completion is the date agreed upon by the Owner and the Contractor in accordance with Paragraph 9.7.
- 8.2.2 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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- 8.3 **Progress and Completion.** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- 8.3.1 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interest.
- 8.3.2 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- 8.3.3 The Contract Time for completion of the Contract is Sixty (60) calendar days after notice to proceed.**
- 8.4 **Delays and Extensions of Time.** If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner's own forces, any of the other Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, then the Contract time shall be extended by Change Order for such reasonable time as the Owner and Contractor may agree to determine.
- 8.4.1 Claims relating to time shall be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims by either party must be made within 14 days after the claimant first recognizes the condition giving rise to the Claim and in accordance with the Contract Documents.
- 8.5 **Liquidated Damages.** Vendor awarded a contract will be required to provide District with an installation performance guarantee based on the pre-specified final completion date. For each day or portion thereof beyond the agreed upon acceptance date that Vendor fails to successfully finish the work, Vendor shall reduce Vendor's bid price by \$100.00 per day, as liquidated damages for Vendor's failure to comply with this General Bidding Requirement.
- 8.6 **Date of Final Completion.** Final completion shall occur on or before time set forth in Notice To Proceed.

ARTICLE 9 – PAYMENTS AND COMPLETION

- 9.1 **The Contract Sum.** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- 9.2 **Schedule of Values.** Before the first Application for Payment or suitable Invoice, the Contractor shall submit to the Owner's Representative, a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner's Representative may require. This schedule, unless objected to by the Owner's Representative, shall be used as a basis for reviewing the Contractor's Application for Payment.
- 9.3 **Applications for Payment.** At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Owner's Representative an itemized Application for Payment or suitable Invoice for Work completed in accordance with the schedule of values. Such application or invoice shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect, if any, may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents.
- 9.3.1 Such applications or invoices may include request for payment because of changes in the work, which have been properly authorized by Construction Change Directives but not yet in Change Orders.
- 9.3.2 Such applications or invoices may not include request for payment of amounts that the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.
- 9.3.3 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitable stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitable stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- 9.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractor, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- 9.3.5 Within seven days after the Owner's Representative's receipt of the Contractor's Application for Payment or Invoice, the Owner's Representative will either issue to the Owner approved copies of the Contractor's Application for Payment or Invoice for Payment, or notify the Contractor and Owner in writing of the reasons for withholding approval in whole or in part as provided in the Contract Documents.
- 9.4 If the Owner decides to withhold payment to the Contractor for noncompliance with the Contract Documents, the Owner's Representative will notify the Contractor as provided in Subparagraph 9.3.5. If the Contractor and the Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment or Revised Invoice to the Owner.

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- 9.5 After the Owner's Representative, Construction Manager or Architect, if any, have issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.
- 9.5.1 The Contractor shall promptly pay each Subcontractor, material and equipment supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's, material and equipment supplier's portion of the Work, the amount to which each is entitled,
- 9.5.2 The Owner shall have an obligation to pay or to see to the payment of money to a Subcontractor, material and equipment supplier except as may otherwise be required by law.
- 9.6 **Failure Of Payment.** If, through no fault of the Contractor the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified due by the Owner's Representative, Construction Manager or Architect, if any, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager or Architect, if any, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable cost of shutdown, delay and startup, which shall be accomplished as provided in the Contract Documents.
- 9.7 **Substantial Completion.** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- 9.7.1 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor and the Owner's Representative shall jointly prepare a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor will notify the Owners' Representative that the items on the inspection list have been completed or corrected. The Contractor and the Owner's Representative then shall jointly inspect the Work for compliance with the Contract Documents. If this inspection disclosed any item, whether or not included on the first list, which is not in accordance with the requirements of the Contract Documents, the Contractor, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner's Representative. The Contractor shall then submit a request for another inspection by the Owner's Representative, to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Owner's Representative or Architect, if any, will prepare a Certificate of Substantial Completion which shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.
- 9.7.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Owner's Representative, Construction Manager or Architect, if any, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.
- 9.8 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required in Article 11 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each

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of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, The Contractor and the Owner's Representative shall jointly prepare a list of outstanding Work or corrections to be made as provided under Subparagraph 9.7.1.

9.8.1 Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.8.2 Unless otherwise agreed upon, partial occupancy or use of a portion or portion of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.9 **Final Completion And Final Payment.** Upon completion of the Work, the Contractor shall forward to the Owner's Representative a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Owner's Representative a final Contractor's Application for Payment or Invoice. When the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will cause final payment to be made to the Contractor.

9.9.1 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner's Representative (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or other wise satisfied. (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.9.2. The making of final payment shall constitute a waiver of Claims by the Owner as provided by the Contract Documents unless other wise noted.

9.9.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment unless other wise noted.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs concerning the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Owner's Representative for review and coordination with the safety programs of other Contractors.

10.1.1 If reasonable precaution will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazard, material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner's Representative, Construction Manager, or Architect in writing. The Owner shall then proceed to render the hazard, material or substance harmless to the Contractor or modify the Work affected by the hazard, material or substance.

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- 10.1.2 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless.
- 10.2 When use for storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 10.3 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property of the Owner damaged by the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

ARTICLE 11 – INSURANCE AND BONDS

- 11.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from 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:
1. claims under workers compensation and other similar employee benefit acts, which are applicable to the Work to be performed;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 4. claims for damages insured by usual personal injury liability covered which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 6. 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; and
 7. claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract Documents.
- 11.1.1 The insurance required by Subparagraph 11.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.
- 11.1.2 Certificates of insurance acceptable to the Owner shall be submitted to the Owner's Representative prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be

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submitted with the final Application for Payment as required by the Contract Documents. The Contractor shall furnish information concerning reduction of coverage with reasonable promptness in accordance with the Contractor's information and belief.

- 11.2 **Owner's Liability Insurance.** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims that may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional owner's liability insurance unless specifically required by the Contract Documents.
- 11.3 **Property Insurance.** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles.
- 11.3.1 Property insurance shall be on an "all-risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirement.
- 11.4 **Performance Bond and Payment Bond.** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 11.4.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

- 12.1 If a portion of the Work is covered contrary to the Owner's Representative's, Construction Manager's or Architect's, if any, request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without charge in the Contract Time.
- 12.1.2 If a portion of the Work has been covered which the Owner's Representative, Construction Manager or Architect, if any, has not specifically requested to observe prior to its being covered, The Owner's Representative, Construction Manager or Architect, if any, may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.
- 12.2 The Contractor shall promptly correct Work rejected by the Owner's Representative, the Construction Manager or the Architect, if any, or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and expenses made necessary thereby.

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- 12.3 If the Owner prefers to accept Work which if not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

- 13.1 The Contract shall be governed by the laws of the State of South Carolina, Abbeville County and any municipality having jurisdiction of the place where the Project is located.
- 13.2 The Owner and Contractor respectively bind themselves, their partners, successors, assignees and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- 13.3 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party given notice.
- 13.4 No action or failure to act by the Owner, Owner's Representative, Construction Manager, Architect, if any, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

- 14.1 **Termination By The Contractor.** The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act of fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:
1. issuance of an order of a court or other public authority having jurisdiction;
 2. an act of government, such as a declaration of national emergency, making material unavailable;
 3. because the Owner's Representative, Construction Manager or Architect, if any, has not issued a Certificate for Payment or approved Invoice and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.3.5, or because the Owner has not made payment on a approved Certificate for Payment or approved Invoice within the time stated in the Contract Documents;
 4. if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- 14.1.1 If one of the above reasons exists, the Contractor may, upon seven additional day's written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

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14.1.2 If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, terminate the contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 **Termination By The Owner For Cause.** The Owner may terminate the Contract if the Contractor:

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreement between the contractor and the Subcontractor;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. otherwise is guilty of substantial breach of a provision of the contract Documents.

14.2.1 When any of the above reasons exist, the Owner, after consultation with the Construction Manager or Architect, if any, that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
2. accept assignment of subcontracts pursuant to the Contract Documents; and
3. finish the work by whatever reasonable method the Owner may deem expedient.

14.2.2 When the Owner terminates the contract for one of the reasons stated in Subparagraph 14.2, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.3 If the unpaid balance of the Contract Sum exceeds cost of finishing the Work, including compensation for the Owner's Representative's, Construction Manager's or Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, and this obligation for payment shall survive termination of the Contract.

14.3 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1 No adjustment shall be made for increases in the cost of performance of the Contract for stoppage of work by the Contractor if no material cost is incurred by such stoppage in the Work or if said stoppage, suspension, delays or interruptions by the Owner or another is the results of poor performance or workmanship by the Contractor.

END OF SECTION

DIVISION 16 - ELECTRICAL

SECTION 16

16.1 Specifications:

The mounted projector unit shall have specifications equal to or better than the Dukane 8755E and support the same (or higher) number of inputs/outputs and types, respectively (see figure 16.1a).



Figure 16.1a

The supporting sound system shall have specifications equal to or better than the Extron MPA 122 mini audio amplifier (see figure 16.1b) and two (2) speakers equal to or better than the JBL Control 25.



Figure 16.1b

16.2 Design:

The projectors shall be mounted in a drop-ceiling classroom configuration using a false ceiling plate or otherwise hidden apparatus with supporting brackets securely anchored to roof trusses (ex. figures 16.2a, 16.2b). Cables should be concealed so that only connections are visible and cables routed above ceiling tiles shall be suspended and secured away from florescent lighting and/or electrical fixtures, as necessary.

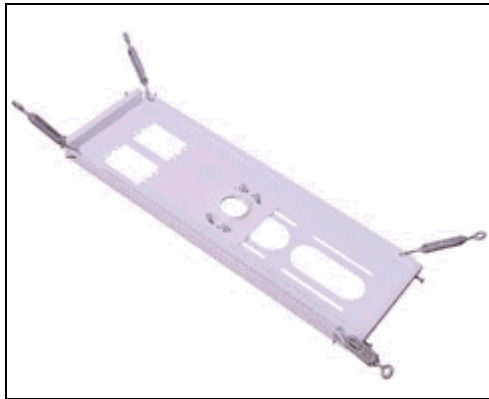


Figure 16.2a

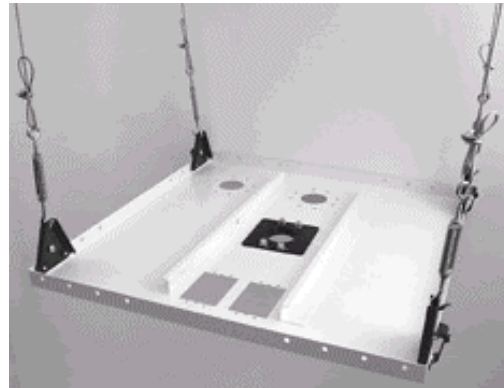


Figure 16.2b

Cables shall descend from the ceiling vertically on a wall at a designated location in each classroom. The vertical cables shall be housed in securely attached surface mount raceway of a color matching existing raceway, where applicable. The cables shall end in a double gang surface mount box with a face plate color matching the raceway and box. The face plate shall house female interface connectors/bulkheads of designated types and quantities (see figure 16.2c).

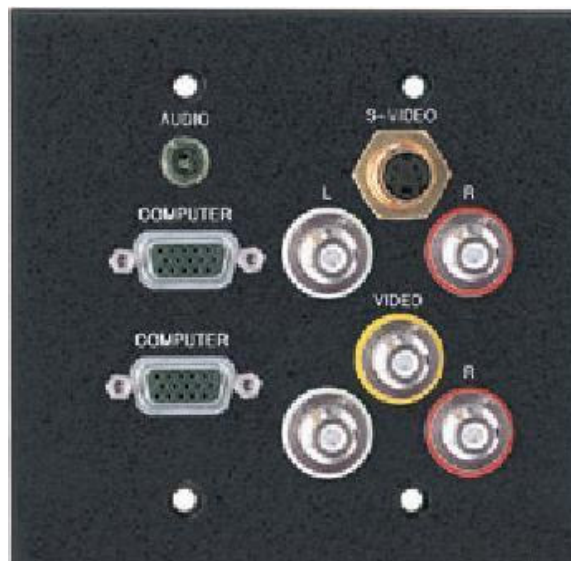


Figure 16.2c

The audio amplifier shall be mounted in a location not visible from within the classroom, but easily accessible for service and/or inspection. The speakers shall be mounted in locations specified by the owner and/or locations recommended by the vendor for optimal acoustics. Speaker wire should not be visible from the classroom and all speakers shall be white in color.

The projectors shall be mounted in a manner and location that should easily facilitate installation modifications for projecting on at least two walls providing for room layout changes in the future.

16.3 Control:

Video and audio input sources shall be selectable via remote control and/or wall mounted keypad. Audio volume shall be selectable via remote control and/or wall mounted keypad.

16.4 Required Accessories:

The vendor shall provide standard pull down projector screen installations in classrooms designated by the owner. The screen dimensions shall be a minimum of 70" x 70" and priced per unit cost. Quantities will be determined at the time of installation and should not affect labor costs provided in the initial vendor bid response. The vendor shall provide additional audio and video cables for use with devices in each classroom. These cables shall have male to male connectors and be of the type(s) as follows: (quantities per classroom)

Quantity:	Description:
1	25ft VGA (combination cable with 1/8" audio desirable)
1	25ft 1/8" audio mini (if combination not available)
1	25ft composite RCA (red, white, yellow)
1	25ft RCA (red, white)
1	25ft SVideo
1	25ft RG6 coaxial
1	VGA Y-splitter (1 male split to 2 female)

16.5 Options, Warranty and Service:

The projector shall include a minimum three (3) year manufacturer's warranty. The installed system shall include a service agreement on all components for a minimum of one (1) year upon owner acceptance of work completed with option to renew for additional two (2) years. Pricing for service agreement and renewal options should be clearly designated on the vendor's bid response. Pricing shall be provided for spare cables, amplifiers, speakers, projector bulbs, and remote controls.

It is the owner's expectation that this RFP should result in the establishment of a multi-year contract for the completion of this project and for future classroom projector installations. The design and specifications in this document have been set forth for the purposes of establishing a standard classroom projector installation suitable for any classroom in the district. Therefore, a "turn-key solution" and stable long term pricing table is desired to ease procurement of future classroom projector installations. Vendors should provide pricing for additional classroom projector installations at any given school (with similar construction) in the district. The price should assume quantity one (1) and include any overhead expenses such as travel and/or material costs for completing subsequent installations. It is expected that this per classroom cost not exceed substantially the per classroom cost for the initial project.

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SECTION 16000 - ELECTRICAL

It is the intention of the district to provide electrical power installations for the projectors and amplifiers at the projector mount point. Vendors who wish to provide pricing for said power installations may do so with a separate quote. However, this will not affect the final award decision.

16000.1 GENERAL. The applicable requirements of the General conditions, Special Conditions, and Instructions to Bidders for this project are a part of these specifications. The work covered by this section of the specifications consists of furnishing all labor, equipment, supplies, and materials, and performing all operations, including trenching, backfilling, cutting, channeling and chasing necessary for the installation of a complete wiring system in strict accordance with this section of the specifications and the applicable drawings and subject to the terms and conditions of the contract. The principal items included but are not limited to the following:

16000.2 INSTALLATION AND MATERIALS. The installation shall comply with the applicable rules of the current year of the National Electrical Code and rules and regulations of local authorities having jurisdiction. In no case shall the materials and workmanship fail to meet the minimum requirements of the National Electrical Code. The regulations of the local utility company shall govern the service connections. Certificates of approval shall be issued by those departments having jurisdiction before the work will be approved for final payment. The existing buildings and building drawings are available for examination and indicate the extent and general arrangement of the Electrical Work. All labor and materials required or specified shall be furnished and installed as part of this work. This contractor shall do all cutting necessary for the proper installation of the work, and shall repair any damage done by his firm.

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1.2.1 Materials.

All materials used in this work shall be new and approved by the Underwriter's Laboratories in every case where they have established a standard for the particular type of materials to be installed. All materials required to do so shall bear the label of the Underwriter's Laboratories.

1.2.2 Grounding. All materials, equipment and systems requiring grounding shall be grounded.

1.2.4 All work shall be done in a neat and professional manner, and meet or exceed all requirements of the South Carolina Department of Education Office of School Facilities Planning and Construction Guide.

1.2.5 All Work shall be inspected by the Owners representative from the School District.

1.2.6 The completed system shall include a written Three (3) - Year Warranty with next business day service from the Contractor and or Manufacturers on all new materials and labor furnished for this project. All Owner furnished materials are excluded.

1.2.7 The Contractor shall provide an optional bid for additional Two (2) -Year warranty. This option must be accepted by the Owner prior to the substantial completion of this project.

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1600.3 DRAWINGS.

- 1.3.1 The drawings and specifications are complementary to each other and what is called for by one shall be as binding as if called for by both.
- 1.3.2 Any work, electrical or allied. Installed without regard to the work of other crafts which must in the opinion of the Owner's Representative be moved in order to permit the proper installation of other work shall be moved as a part of this section without extra charge.
- 1.3.3 Drawings indicate generally the location of equipment and are to be followed as closely as possible. If due to job conditions it is found necessary to change the location of same, such changes shall be made without additional cost to the Owner and as approved by the Owner's Representative.
- 1.3.4 **No electrical drawings are furnished with the bid package.** Existing electrical drawings may be inspected at the office of Facilities and Operations, 400 Greenville St., Abbeville, SC 29620 Monday through Friday from 8:30 AM until 3:30 PM.
- 1.3.5 A NOT TO SCALE copy of the building layout drawing will be furnished by the Owner for desired camera locations.

1600.4 SITE INVESTIGATION.

- 1.4.1 Existing Conditions. The sites are located in the Cities of Abbeville, Calhoun Falls and Due West in Abbeville County SC and address for each are shown in the bid package.
- 1.4.2 Site Investigation. Potential Contractors shall visit the project site prior to bid date to satisfy themselves as to the existing conditions and distances, which may affect the cost of the project. Where work under this project requires extension, relocation, reconnecting or modifications to existing equipment or systems, the existing equipment or systems, shall be restored to their original condition, with the exception of the work under this contract, before the completion of this project. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the general and local conditions and to all other matters which can effect the work under this contract.

1600.8 CODES, LAWS AND PERMITS.

- 1.8.1 Codes and Laws. The Contractor's work shall be in conformance with the International Building Code, Rules and Regulations of The Office of School Facilities of the South Carolina State Department of Education, Life Safety Codes, NFPA 101, National Electrical Code (current editions), Standard Mechanical Code, and other applicable codes and laws
- 1.8.2 Permits and Licenses. The Contractor shall be responsible for the cost and obtaining all applicable licenses, permits and fees applicable at the project site. The Contractor shall be responsible for furnishing any licenses required by the State of South Carolina.

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1600.12 SCHEDULING OF OUTAGES.

- 1.12.1 Electrical work requiring interruption of electrical power which would adversely affect the normal operation of the other portions of the Owner's property shall be done at time other than normal working hours. Normal working hours shall be considered seven (7) A. M. to five (5) P. M. Monday through Friday.

1600.16 DEMOLITION.

- 1.16.1 Demolition. The Contractor shall be responsible for all demolition, removal and disposal of all debris covered under all divisions of the Contract Documents.