

NOTICE TO BIDDERS

This Addendum is issued pursuant to the Conditions of the Contract and is hereby made part of the Contract Documents. The addendum serves to clarify, revise, and supersede information in the Project Manual, the Drawings, and previously issued Addenda. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form. Failure to do so may subject the Bidder to disqualification. A list of attachments, if any, is part of this document.

The date for receipt of bids for this project is unchanged by this Addendum.

A. CLARIFICATIONS

1. This project will utilize ESSER funds. The contractor will be required to adhere to all requirements for ESSER funds including compliance with the Davis-Bacon prevailing wage requirements.

B. PROJECT MANUAL

1. Section 00 002A – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
 - a. New section. See attached.
2. LUMP SUM BID FORM
 - a. See revised section.
3. Section 00 006A – SUPPLEMENTARY CONDITIONS
 - a. New section. See attached.
4. Section 01 1010 – SPECIAL CONDITIONS
 - a. See revised section.

ATTACHMENTS:

1. Section 00 002A – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
2. LUMP SUM BID FORM
3. Section 00 006A – SUPPLEMENTARY CONDITIONS
4. Section 01 1010 – SPECIAL CONDITIONS

- End of Addendum -

SECTION 00 002A - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify the “Instructions to Bidders”, AIA Document A701, 2018 Edition. Where a portion of the Instructions to Bidders is modified or deleted by these supplementary instructions, the unaltered portions of the Instructions to Bidders shall remain in effect. This document is hereby specifically made a part of the contract documents with the same force and effect as though set forth in full.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

ARTICLE 9 DAVIS-BACON ACT PROVISIONS

9.1 DAVIS-BACON ACT PROVISIONS:

- A. Projects funded with Federal Funds shall comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Refer to Supplementary Conditions for additional information. In the event both state and federal wage rates apply, the higher of the two rates shall be used to determine labor costs.

END OF SECTION 00 0002A

**BGA3
LUMP SUM BID FORM**

Bidders shall submit bids on only Bid Form BGA3.

BID SUBMITTED BY: _____
(Bidder's Name)

BID SUBMITTED TO: Rock Hill Schools, York County District 3
(Owner's Name)

FOR: PROJECT NAME: Lesslie Elementary School, HVAC Replacement
PROJECT NUMBER: 22158
DISTRICT BID NUMBER: 22-2314

OFFER

§ 1. In response to the Invitation for Construction Bids and in compliance with the Instructions to Bidders for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the Owner on the terms included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

§ 2. Pursuant to Section 11-35-3030(1) of the SC Code of Laws, as amended, Bidder has submitted Bid Security as follows in the amount and form required by the Bidding Documents:

- Bid Bond with Power of Attorney
 - Electronic Bid Bond
 - Cashier's Check
- (Bidder check one)*

§ 3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into this Bid:

(Bidder, check all that apply. Note, there may be more boxes than actual addenda. Do not check boxes that do not apply)

- ADDENDA:** #1 #2 #3 #4 #5

§ 4. Bidder accepts all terms and conditions of the Invitation for Construction Bids, including, without limitation, those dealing with the disposition of Bid Security. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of sixty (60) Days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.

§ 5. Bidder herewith offers to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:

§ 6.1 **BASE BID WORK** *(as indicated in the Bidding Documents and generally described as follows):* Replace existing packaged equipment on grade in area A and gym roof with new equipment in the same location.

\$ _____, which sum is hereafter called the Base Bid.

(Bidder to insert Base Bid Amount on line above in figures only)

**BGA3
LUMP SUM BID FORM**

§ 6.2 BID ALTERNATES (as indicated in the Bidding Documents and generally described as follows):

ALTERNATE # 1 (Brief Description): _____

ADD TO or **DEDUCT FROM BASE BID: \$** _____

(Bidder to enter amount in figures only. Mark appropriate box to indicate an ADD or DELETE.)

ALTERNATE # 2 (Brief Description): _____

ADD TO or **DEDUCT FROM BASE BID: \$** _____

(Bidder to enter amount in figures only. Mark appropriate box to indicate an ADD or DELETE.)

ALTERNATE # 3 (Brief Description): _____

ADD TO or **DEDUCT FROM BASE BID: \$** _____

(Bidder to enter amount in figures only. Mark appropriate box to indicate an ADD or DELETE.)

§ 6.3 UNIT PRICES:

BIDDER offers for the Owner’s consideration and use, the following **UNIT PRICES**. The **UNIT PRICES** offered by **BIDDER** indicate the amount to be added to or deducted from the **CONTRACT SUM** for each item-unit combination. **UNIT PRICES** include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following **UNIT PRICES** in the Contract and to negotiate the **UNIT PRICES** with **BIDDER**.

No.	ITEM	Unit of Measure	ADD	DEDUCT
<u>1.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>2.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>3.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>4.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>5.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____
<u>6.</u>	_____	_____	<u>\$</u> _____	<u>\$</u> _____

**BGA3
LUMP SUM BID FORM**

§ 7. LISTING OF PROPOSED SUBCONTRACTORS PURSUANT TO SECTION 3020(b)(i), CHAPTER 35, TITLE 11 OF THE SOUTH CAROLINA CODE OF LAWS, AS AMENDED
(See Instructions on the following page BF-4)

Bidder shall use the below-listed Subcontractors in the performance of the Subcontractor Classification work listed:

(A) SUBCONTRACTOR LICENSE CLASSIFICATION or SUBCLASSIFICATION NAME <i>(Completed by Owner)</i>	(B) LICENSE CLASSIFICATION or SUBCLASSIFICATION ABBREVIATION <i>(Completed by Owner)</i>	(C) SUBCONTRACTOR and/or PRIME CONTRACTOR <i>(Required – must be completed by Bidder)</i>	(D) SUBCONTRACTOR'S and/or PRIME CONTRACTOR'S SC LICENSE NUMBER <i>(Requested, but not required)</i>
BASE BID			
Electrical	EL		
ALTERNATE #1			
ALTERNATE #2			
ALTERNATE #3			

If a Bid Alternate is accepted, Subcontractors listed for the Bid Alternate shall be used for the work of both the Alternate and the Base Bid work.

BGA3

LUMP SUM BID FORM

INSTRUCTIONS FOR SUBCONTRACTOR LISTING

1. The subcontractor table of the Bid Form sets forth an Owner developed list of contractor/subcontractor specialties by contractor license category and/or subcategory for which bidder is required to identify the entity (subcontractor(s) and/or himself) Bidder will use to perform the work of each listed specialty.
 - a. **Columns A and B:** The Owner fills out these columns, which identifies the contractor/subcontractor specialties for which the bidder must list either a subcontractor or himself as the entity that will perform this work. Subcontractor specialties are identified by contractor license categories or subcategories listed in Title 40 of the South Carolina Code of laws. If the owner has not identified a specialty, the bidder does not list a subcontractor.
 - b. **Columns C and D:** In these columns, the Bidder identifies the subcontractors it will use for the work of each specialty listed by the Owner in Column A. Bidder must identify only the subcontractor(s) who will perform the work and no others. Bidders should make sure that their identification of each subcontractor is clear and unambiguous. A listing that could be any number of different entities may be cause for rejection of the bid as non-responsive. For example, a listing of M&M without more may be problematic if there are multiple different licensed contractors in South Carolina whose names start with M&M.
2. **Subcontractor Defined:** For purposes of subcontractor listing, a subcontractor is an entity who will perform work or render service to the prime contractor to or about the construction site pursuant to a contract with the prime contractor. Bidder should not identify sub-subcontractors in the spaces provided on the bid form but only those entities with which bidder will contract directly. Likewise, do not identify material suppliers, manufacturers, and fabricators that will not perform physical work at the site of the project but will only supply materials or equipment to the bidder or proposed subcontractor(s).
3. **Subcontractor Qualifications:** Bidder must only list subcontractors who possess a South Carolina Contractor's license with the license classification and/or subclassification identified by the Owner in the first column on the left. The subcontractor license must also be within the appropriate license group for the work of the specialty. If Bidder lists a subcontractor who is not qualified to perform the work, the Bidder will be rejected as non-responsive.
4. **Use of Own forces:** If under the terms of the Bidding Documents, Bidder is qualified to perform the work of a listed specialty and Bidder does not intend to subcontract such work but to use Bidder's own employees to perform such work, the Bidder must insert its own name in the space provided for that specialty.
5. **Use of Multiple Subcontractors:**
 - a. If Bidder intends to use multiple subcontractors to perform the work of a single specialty listing, Bidder must insert the name of each subcontractor Bidder will use, preferably separating the name of each by the word "**and**". If Bidder intends to use both his own employees to perform a part of the work of a single specialty listing and to use one or more subcontractors to perform the remaining work for that specialty listing, bidder must insert his own name and the name of each subcontractor, preferably separating the name of each with the word "**and**". Bidder must use each entity listed for the work of a single specialty listing in the performance of that work.
 - b. **Optional Listing Prohibited:** Bidder may not list multiple subcontractors for a specialty listing, in a form that provides the Bidder the option, after bid opening or award, to choose to use one or more but not all the listed subcontractors to perform the work for which they are listed. A listing, which on its face requires subsequent explanation to determine whether it is an optional listing, is non-responsive. If bidder intends to use multiple entities to perform the work for a single specialty listing, bidder must clearly set forth on the bid form such intent. Bidder may accomplish this by simply inserting the word "**and**" between the names of each entity listed for that specialty. The Owner will reject as non-responsive a listing that contains the names of multiple subcontractors separated by a blank space, the word "or", a virgule (that is a /), or any separator that the Owner may reasonably interpret as an optional listing.
6. If Bidder is awarded the contract, bidder must, except with the approval of the Owner for good cause shown, use the listed entities to perform the work for which they are listed.
7. If bidder is awarded the contract, bidder will not be allowed to substitute another entity as subcontractor in place of a subcontractor listed in the subcontractor table of the Bid Form except for one or more of the reasons allowed by the SC Code of Laws.
8. Bidder's failure to identify an entity (subcontractor or himself) to perform the work of a subcontractor specialty listed in the first column on the left will render the Bid non-responsive.

BGA3 LUMP SUM BID FORM

§ 8. LIST OF MANUFACTURERS, MATERIAL SUPPLIERS, AND SUBCONTRACTORS OTHER THAN SUBCONTRACTORS LISTED IN SECTION 7 ABOVE (*FOR INFORMATION ONLY*):

Pursuant to instructions in the Invitation for Construction Bids, if any, Bidder will provide to Owner upon the Owner's request and within 24 hours of such request, a listing of manufacturers, material suppliers, and subcontractors, other than those listed in Section 7 above, that Bidder intends to use on the project. Bidder acknowledges and agrees that this list is provided for purposes of determining responsibility and not pursuant to the subcontractor listing requirements of SC Code Ann § 11-35-3020(b)(i).

§ 9. TIME OF CONTRACT PERFORMANCE AND LIQUIDATED DAMAGES

a) CONTRACT TIME

Bidder agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Bidder agrees to substantially complete the Work within two hundred sixty (260) Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.

b) LIQUIDATED DAMAGES

Bidder further agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$ 500.00 for each Calendar Day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted time for Substantial Completion as provided in the Contract Documents. This amount is intended by the parties as the predetermined measure of compensation for actual damages, not as a penalty for nonperformance.

§ 10. AGREEMENTS

- a) Bidder agrees that this bid is subject to the requirements of the laws of the State of South Carolina.
- b) Bidder agrees that at any time prior to the issuance of the Notice to Proceed for this Project, this Project may be canceled for the convenience of, and without cost to, the Owner.
- c) Bidder agrees that neither the Owner nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project canceled for any reason prior to the issuance of the Notice to Proceed.

§ 11. ELECTRONIC BID BOND

By signing below, the Principal is affirming that the identified electronic bid bond has been executed and that the Principal and Surety are firmly bound unto the State of South Carolina under the terms and conditions of the AIA Document A310, Bid Bond, included in the Bidding Documents.

ELECTRONIC BID BOND NUMBER: _____

SIGNATURE AND TITLE: _____

§ 12. FEDERAL DAVIS-BACON REQUIREMENTS

By signing below, the bidder is certifying that they have read and understand the Davis-Bacon Act, that they understand that this project is funded by the Federal ESSER program, and that wage rates for workers are to follow Davis-Bacon Prevailing Wage requirements as they apply to this project and as outlined in the Supplementary Conditions Section.

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

**BGA3
LUMP SUM BID FORM**

CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATION

SC Contractor's License Number(s): _____

Classification(s) & Limits: _____

Subclassification(s) & Limits: _____

By signing this Bid, the person signing reaffirms all representation and certification made by both the person signing and the Bidder, including without limitation, those appearing in Article 2 of the AIA Document A701, Instructions to Bidders, is expressly incorporated by reference.

BIDDER'S LEGAL NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

TITLE: _____

SECTION 00 006A - SUPPLEMENTARY CONDITIONS

The following supplements modify the “General Conditions of the Contract for Construction”, AIA Document A201, 2017 Edition. Where a portion of the General Conditions is modified or deleted by these supplementary conditions, the unaltered portions of the General Conditions shall remain in effect. This document is hereby specifically made a part of the contract documents with the same force and effect as though set forth in full.

SUPPLEMENTARY CONDITIONS

ARTICLE 16 MODIFICATIONS TO THE GENERAL CONDITIONS

16.1 COMPLIANCE WITH DAVIS BACON ACT:

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor (www.sam.gov).
- C. Additionally, contractors are required to pay wages not less than once a week.
- D. Certified payroll is required. Provide the WH-347 Certified Payroll form and other required forms such as the SF1413 Statement and Acknowledgement form.
- E. The Contractor shall maintain all records necessary to enable compliance with the reporting requirements under the Davis-Bacon Act. Weekly payrolls are to be maintained onsite for all subject contractors and subcontractors. Payrolls shall be numbered for each week of the construction period, including weeks that do not have payroll.
- F. The Contractor shall post the Davis-Bacon Poster in an accessible place where it may be seen by employees. (<https://www.dol.gov/agencies/whd/posters/dbra>)
- G. Additionally, the Contractor shall post the appropriate wage rates in accordance with wage determination referenced above.
- H. The Contractor shall be responsible for having an current active System for Award Management (SAM) registration and a Unique Entity ID (UEI), as required, at the time of bidding. If required, the SAM registration will be maintained for the duration of the project.

END OF SECTION 00 0006A

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/wid/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

OMB No. 1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR OR SUBCONTRACTOR

ADDRESS

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBERS) OF WORKER	(2) EXEMPTIONS to EMPLOYER'S WITHHOLDING DUTY	(3) WORK CLASSIFICATION	OT, OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
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SAMPLE

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a), The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each employee during the preceding week. U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(b)(5)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 3350Z, 200 Constitution Avenue, NW, Washington, D.C. 20210

Date _____

(Name of Signatory Party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor) _____ on the
(Building or Work) _____; that during the payroll period commencing on the

_____ day of _____ and ending the _____ day of _____
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said _____

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 78 Stat. 357, 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT) EXPLANATION

SAMPLE

REMARKS:

NAME AND TITLE SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

SECTION 01 1010 - SPECIAL CONDITIONS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. The work under this contract includes the furnishing of all labor, material, plant and all items and services of every nature whether particularly mentioned or not that is required to complete the replacement of the existing packaged units.

1.2 RELATED DOCUMENTS:

- A. Attention is directed to Division 1, General Requirements and Instructions to Bidders which are binding in their entirety on this portion of the work and in particular to paragraphs concerning materials, workmanship and substitutions.

1.3 OWNER'S SCHEDULE:

- A. Buildings may not be available at all times and on all days depending upon testing, special activities, or unscheduled events.

1.4 SUBSTANTIAL COMPLETION:

~~A. Project shall be substantially complete by: May 30th, 2024.~~

A. Project shall be substantially complete within two hundred sixty (260) calendar days of the Notice to Proceed.

- B. The contractor shall provide the Engineer notice requesting a Substantial Completion inspection a minimum of ten (10) business days prior to the requested date.

1.5 FINAL COMPLETION:

- A. The contractor shall complete all punchlist items within thirty (30) days of substantial completion.
- B. Any items the contractor does not agree is the responsibility of the contractor shall be identified in writing by the contractor. These items shall be submitted to the Engineer within five (5) business day of receipt of the contractor being notified of the item.
- C. Should the contractor fail to complete the punchlist items, the Owner may deduct the following from the contractor's contract amount:
 - 1. Reasonable cost to have work completed by another party.

2. Reasonable cost to have the Engineer provide additional review of work.
3. Any other reasonable costs incurred by the Owner as the result of work not being completed.

1.6 OSHA STANDARDS:

- A. OSHA Construction Standards shall be applicable to all construction operations.

1.7 CONSTRUCTION SCHEDULE:

- A. Contractor shall furnish to the Owner and Engineer a construction schedule within fourteen (14) days from the date of the "Notice to Proceed" or at the time of the preconstruction meeting, whichever is first.
- B. Schedule shall include all critical path items, start and completion date of each, and project completion date. Additional detail shall be provided by the Contractor if requested by the Engineer.
- C. The schedule shall be bar type, computer generated.

1.8 SCHEDULE OF VALUES:

- A. Schedule of values shall include a reasonable breakdown of labor and material for the major categories of work for each trade.
- B. The schedule of values shall include these line items.
 1. One percent (1%) of the total contract value shall be listed for O&M manuals. This item cannot be billed until all O&M's required have been turned in and accepted by the Engineer.
 2. One percent (1%) of the total contract value shall be listed for Owner training. This item cannot be billed until all training has been completed.
 3. Two percent (2%) of the total contract value shall be listed for work related to the Engineer's punchlist. This item can be billed in full or in part after the contractor has returned all of the Engineer's final punchlist report with the status of each item indicated. The Owner reserves the right to withhold full or part payment based upon the effort of the contractor to complete punchlist items in a timely manner.

1.9 RETAINAGE:

- A. Retainage shall be withheld at 5% of the total project contract value.

1.10 FINAL PAYMENT:

- A. Contractor shall furnish to the Engineer the following prior to approval of final certificate of payment.
 - 1. All manufacturers warranties.
 - 2. Information for "As-Built Drawings" from all sections of these specifications.
 - 3. Affidavit that all materials and labor have been paid in full.
 - 4. Instructions to the Owner.
 - 5. Operation and Maintenance Manuals on all equipment.
 - 6. Submittal of punch list with each item initialed and date completed.
 - 7. Additional information as identified in all sections of these specifications and contract drawings.

1.11 CONTRACT DRAWINGS:

- A. Drawings are schematic and are based upon existing documents and engineers' field inspections. Contractor shall field verify locations of all equipment, panels, controls, accessories, wall sections, grades and floor elevations prior to ordering any material or equipment.

1.12 WORK SCHEDULE:

- A. Work may be performed during all days during daylight working hours when school is out for the summer, weekends, breaks, and during the school year when access to the site may be safely coordinated with the school district.
- B. No crane work shall be performed while the building is occupied.
- C. Work outside these hours must be approved in writing by the Owner at least three (3) days prior to the work being performed.
- D. Depending upon the nature of the work, utility tie-ins, shutdowns, emergency work, and other work may be required to be done during non-regularly scheduled construction hours.

1.13 SALVAGED MATERIAL:

- A. The Owner will identify any materials, equipment, or building component that they want to retain.
- B. The contractor shall carefully remove items identified by the Owner and deliver them to the Owner's designated facility within 25 miles of the project site.
- C. The contractor shall be responsible for transporting, unloading, and setting in place all items.

- D. All other demolished materials shall be removed for the site by the contractor unless specifically designated otherwise.

1.14 STORAGE LAYDOWN AREAS:

- A. There is limited storage and laydown area available on site. These areas which are available will be coordinated with the Engineer and Owner.
- B. Storage and laydown may have to be relocated during the duration of the project to accommodate construction progress at no cost to the Owner.

1.15 PROJECT RESTRICTIONS AND REQUIREMENTS:

- A. No tobacco products permitted on site.
- B. No eating or drinking within the building.
- C. All contractors shall have identification badges worn at all times or shall wear a shirt bearing the contracting company's name and/or logo.

1.16 SITE REPAIR:

- A. Where the site has been excavated or damaged, it shall be refilled with suitable fill dirt and 4" top soil. All excess material shall be removed and disposed of by the contractor.
- B. All fill shall be compacted.
- C. Top soil shall be leveled, slightly sloping away from the building. The soil shall be heavily seeded and watered every other day, for 30 consecutive days. The type of seed shall match existing grass.

1.17 ROOM PREPARATION (EXISTING FACILITIES):

- A. The Owner will be responsible for moving all personal property, computers, electronic equipment, and similar equipment.
- B. The contractor shall be responsible for carefully moving the following items away from the area of construction to a location designated by the Owner on the property (within the building or stored in an area outside the building) for the duration of the construction project. Prior to the completion of the project, all items moved out of the construction area by the contractor shall be returned by the contractor to their original location. These items include, but are not limited to:
 - 1. Non-fixed furniture
 - 2. Non-fixed equipment
 - 3. Desks, chairs, tables
 - 4. Books and other teaching materials stored in boxes by the Owner

- C. Equipment that requires utility connections such as power, water, and waste will be disconnected and utilities properly and safely capped or turned off. After moving equipment back, the contractor shall reconnect utilities.

1.18 ROOF PROTECTION:

- A. The contractor shall take all measures to protect the roof from damage.
- B. The roof shall be protected from damage when transporting materials and equipment to and from the roof.
- C. The roof shall be protected from damage when installing materials and equipment on the roof.
- D. The roof shall be protected during welding, cutting, and other construction tasks.
- E. All scrap materials, screws, fasteners shall be thoroughly cleaned from the roof each day and more frequently if needed to protect the roof from damage.
- F. The contractor shall determine the best method to protect the roof including but not limited to fire blankets, tarps, plywood, heavy mil plastic, etc.
- G. No tools or materials are to be placed directly on the roof without adequate roof protection.
- H. No equipment or materials shall be set directly on the roof. Where materials or equipment must be set on the roof, the roof shall be protected by 1/2" plywood and other materials as necessary to protect the roof.
- I. Any damage to the roof shall be repaired by a roofing contractor certified to work on the type of roof installed. The existing roof warranty shall be maintained.

1.19 CONTRACTOR QUALIFICATIONS:

- A. Within ten (10) days after the Bid Opening, and before award of the Contract, the low Bidder or Bidders will be required to provide qualifications for key project personnel.
- B. Personnel Description:
 - 1. The Project Manager is the person who manages the Project and who has overall project responsibility but is not the person on site running the Project on a daily basis.
 - 2. The Project Superintendent is the person on site who manages the day-to-day operations.

- C. Owner Review and Acceptance:
1. If the Owner is not satisfied with the Project Superintendent's qualifications, the Contractor will be requested to submit qualifications of other persons for those positions.
 2. If no Superintendent is acceptable to the Owner, the Owner reserves the right to reject the Contractor's Bid.
- D. Information Required:
1. Prime Contractor:
 - a. Project Manager bio
 - b. Project Superintendent bio
 - c. Listing of 3 similar projects in size, complexity, and schedule duration
 - d. References (name and phone) for projects listed above
 - e. Estimate number of workers on job on daily basis
 - f. What trades are subcontracted out
 2. HVAC Contractor:
 - a. Project Manager bio
 - b. Project Superintendent bio
 - c. Listing of 3 similar projects in size, complexity, and schedule duration
 - d. References (name and phone) for projects listed above
 - e. Estimate number of workers on job on daily basis
 - f. What trades are subcontracted out
 3. Electrical Contractor:
 - a. Project Manager bio
 - b. Project Superintendent bio
 - c. Listing of 3 similar projects in size, complexity, and schedule duration
 - d. References (name and phone) for projects listed above
 - e. Estimate number of workers on job on daily basis
 - f. What trades are subcontracted out

1.20 SITE DIGGING:

- A. In addition to the requirements of the plans and specifications, the contractor shall be responsible for hiring a utility locator service to identify utilities in the area that is to be dug. The contractor shall also meet with the Owner's maintenance director to discuss any known utilities within the area of construction. In the close proximity to any known or anticipated utilities, the contractor shall hand dig until such utilities are uncovered.

1.21 POWER FOR TEMPORARY HVAC EQUIPMENT (AIR CONDITIONING AND DEHUMIDIFIERS):

- A. It is the contractor's responsibility to provide all temporary power required on the project.

~~1.22 BUILDING HUMIDITY CONTROL:~~

- ~~A. Contractor shall provide an appropriately sized temporary dehumidifier in all spaces for the entire time that the spaces are without cooling from beginning of demolition until the new system is in full operation. It shall be the contractor's responsibility to maintain the dehumidifiers and humidity levels in the areas of construction for the duration of the project.~~

1.22 BUILDING TEMPERATURE CONTROL:

- A. Contractor shall provide an appropriately sized temporary unit to heat/cool the space and maintain an appropriate indoor environment whenever a unit is removed, and the new unit cannot be brought back online in time to where classroom operations are not impacted. It will be the contractor's responsibility to minimize any disruption of classes. Contractor shall be responsible for coordinating power, ducting and location requirements for the temporary units.

1.23 SAFETY:

- A. Contractor shall comply with all construction safeguards as required by chapter 15 of the International Existing Building Code (IEBC).
- B. Contractor shall be responsible for construction of all required barricades, barriers and other requirements to provide a safe and clean environment for the building occupants.
- C. Contractor shall observe all requirements in the IEBC for material storage, laydown, equipment staging and vehicle use. Contractor to coordinate with the owner whenever additional space is needed.
- D. Contractor shall provide safeguards to ensure that the building means of egress are maintained.
- E. If the contractor observes any conditions that they cannot work safely around, the Owner or Engineer should be notified prior to working in that area.

1.24 CUTTING AND WELDING:

- A. All cutting, welding, or similar operations creating dust, sparks, smoke, or potential for fire shall be done in accordance with the State of South Carolina Hot Works Procedure.

1.25 CONSTRUCTION FENCE:

- A. Provide six (6) ft. tall construction fence around the crane and staging area.
- B. The fence shall be galvanized and freestanding.

1.26 EQUIPMENT INSTALLATION:

- A. No existing units or new units shall be placed directly on the roof.
- B. Existing units shall be lifted directly off the roof curbs and off the building.
- C. New units shall be lifted directly on to the new adapter curbs.

1.27 EQUIPMENT POWER REQUIREMENTS:

- A. Power for the rooftop units is limited by the existing building power.
- B. All equipment requested by the contractor to be approved for this project must be submitted for prior approval and must clearly indicate the power requirements for each unit.
- C. Requests for prior approval not clearly showing the equipment power requirements will not be considered.

1.28 PROTECTION OF FURNISHINGS:

- A. The contractor shall take all steps necessary to protect all furnishings from damage at all times during construction.
- B. The contractor is not to sit or stand on furniture nor place any materials on furniture other than what is required to protect the furniture.

~~1.29 EQUIPMENT AND MATERIAL INSTALLATION (S.C. STATE PROJECTS):~~

- ~~A. No equipment or materials, other than that which can be easily carried by a single person, shall be carried through the building. When carrying that equipment or materials into the building, the stairs shall be used. The elevator is not to be used to transport any construction equipment or materials.~~
- ~~B. A crane shall be used to bring all other equipment and materials on to the roof and to remove equipment and materials from the roof.~~

END OF SECTION 01 1010