

**FACILITIES AND CONSTRUCTION  
LEON COUNTY SCHOOL BOARD**

**Bid No. 5442-2017**



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**General Contractor or Building Contractor for  
Pineview Elementary School  
Roof Replacement Buildings 1 and 3**

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**School Board Members**

Georgia "Joy" M. Bowen, Board Chairperson  
Alva Swafford Striplin, Vice Chair  
Maggie B. Lewis-Butler, Board Member  
Dee Dee Rasmussen, Board Member  
Rosanne Wood, Board Member

Rocky Hanna,  
Superintendent of Schools  
[www.leonschools.net](http://www.leonschools.net)

**March 30, 2017**

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The following are to be included with proposals or bids

### Forms

1. A – Sworn Statement –Jessica Lundsford Act Form
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4. D – Debarment Question and Answer and Debarment Form
5. E – Affidavit for Claiming Local Purchasing Preference (LCS Policy 6450)

Trench Safety Act. Reference to the trench safety standard, where relevant and written assurance that the contractor will comply with the Trench Safety Act, Sections 553.60 through 553.64, Florida Statute.

List of subcontractors to be used for the work. The subcontractor listed in the bid shall not be replaced without cause, once the list has been opened and made public, in accordance with 255.0515, Florida Statute.

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**SECTION A**  
**ADVERTISEMENT**

Invitation to Bid for General Contractor or Building Contractor  
School Board of Leon County, Florida  
Pineview Elementary School Roof Replacement Buildings 1 and 3

Leon County School Board, Tallahassee, Florida will receive bids **ONLY** from Leon County School Board Pre-Qualified Contractors at the Leon County Schools, Purchasing Department located at 3397 West Tharpe Street, Tallahassee, Florida 32303. In accordance with the Contract Documents, all bids must be a lump sum basis; segregated bids will not be accepted. Each Bid shall be addressed to:

Project: Pineview Elementary School Roof Replacement Buildings 1 and 3  
Bid No.: 5442-2017  
Bid Date/Time: Thursday, April 20, 2017 at 2 pm local time  
Place: 3397 West Tharpe Street, Tallahassee, Florida 32303

Drawings and Specifications may be obtained at the offices Clemons, Rutherford and Associates, Inc. 2027 Thomasville Road Tallahassee, Florida 32308, phone 850-385-6153 in accordance with the instructions to Bidders. Drawing and Specifications sets are available from Clemons, Rutherford and Associates, Inc. with non-refundable cost of \$20 for electronic documents pdf (printed documents at a price of \$50) for the general contractor or building contractor and sub-contractors can purchase a set for the same price from Clemons, Rutherford and Associates, Inc. All materials furnished and all work performed shall be in accordance with Drawings and Specifications.

Bid security in the amount of five (5) percent of the Bid must accompany each Bid in accordance with the Instruction to Bidders. In the event the Contract is awarded to the Bidder, Bidder shall, within eight (8) Owner business days after the award by the Owner of the Contract, furnish the required Performance and Payment Bonds; failing to do such, Bidder shall forfeit their bid guarantee as liquidated damages.

The Performance and Payment Bonds shall be secured from any agency of a surety or insurance company, which agency shall have an established place of business in the State of Florida and be duly licensed to conduct business there. It is to be furnished as prescribed in Section 255.05 and 1013.47, Florida Statutes.

The Owner reserves the right to waive irregularities and/or informalities in any Bid and to reject any or all Bids in whole or part, with or without cause, and/or accept the apparent low Bid, considering base bid and accepted alternates.

A Pre-Bid Conference will be held on Wednesday, April 5, 2017 at 1:00 pm local time at Pineview Elementary School located at 2230 Lake Bradford Road Tallahassee, Florida 32310. All bidders or their representatives are encouraged to be in attendance.

**THE SCHOOL BOARD OF LEON COUNTY, FLORIDA**

Rocky Hanna  
Superintendent of Schools

BY: Georgia "Joy" M. Bowen  
Chairperson

June Kail  
Director of Purchasing

Publication: March 30, April 6 and 13, 2017

## **SECTION B**

### **INSTRUCTION TO BIDDERS**

Contractors bidding the project may secure Bidding Documents at: Clemons, Rutherford and Associates, Inc. 2027 Thomasville Road Tallahassee, Florida 32308, phone number 850-385-6153

#### **1. DEFINITIONS:**

1.01 All definitions set forth in the LCS General Conditions of the Contract for Construction, The School Board of Leon County, Florida, are applicable to these Instructions to Bidders.

1.02 Bidding Documents include the Advertisement to Bid, Instructions to Bidders, applicable Policies of the School Board, the proposed Construction Contract, LCS General Conditions, Special Conditions, Bid Bond, Performance and Payment Bond, Proposal Form, and the proposed Contract Documents (which consist of the Contract and other component documents as set forth in Section K), including any Addenda issued prior to receipt of bids.

1.03 Addenda are written or graphic instruments issued prior to the receipt of Bids which modify, clarify, correct or interpret the Bidding Documents. Addenda will become part of the Contract Documents when the Construction Contract is executed.

1.04 The term "Small Business Enterprise" (SBE) is defined as Small Business Enterprise and firms certified by Leon County School Board, which is provided at the current link:

<http://www.neola.com/leonfl/seach/policies/po6325.htm> For more information contact Dexter Martin, Director of Small Business Development Office, Leon County Schools, Tallahassee, FL, Telephone: 850-922-0659. Webpage: <http://www.leonschools.net/Domain/242>

#### **2. BIDDER'S REPRESENTATION:**

2.01 Each Bidder, by submitting his Bid, represents that he has read and understands the Bidding Documents.

2.02 Each Bidder, by submitting his Bid, represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

2.03 Level 2 Screening Requirements:

The following provisions, which implement the requirements of School Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract:

**Finger Printing and Background Check:**

The respondent agrees to comply with all requirements of School Board Policy 8475 and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 by certifying that all employees who are permitted access on school grounds when students are present have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Leon County School Board, Safety & Security Department in advance of the respondent providing any/all services as required herein. The respondent will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the School Board to maintain the fingerprints provided with respect to respondent and its employees. Respondent agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property

damage resulting from the Respondent's failure to comply with the requirements of these cited policies and statutes. The respondent will follow procedures for obtaining employees background screening as established by the Leon County School Board, Safety & Security Department.

Where: Leon County School Board –Safety & Security Department

2757 W. Pensacola St.

Tallahassee, Florida 32304

When: Monday-Friday

8:00 a.m. – 5:00 p.m.

Point of Contact: Donald Kimbler 850-487-7293

LCSB Policy 8475 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.

2.03.1 Reciprocity of Florida School I.D. Badges: If respondent has a Level II clearance registered with another Florida School Board, they may be able to obtain a Leon County School Board vendor i.d. badge. Respondent should check with the Safety & Security Department Fingerprint Services office to verify clearance and obtain a vendor i.d. badge.

2.04 IDENTIFICATION: All personnel employed by the bidder, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.

2.05 CONTACT WITH STUDENTS: No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School Board. Bidder/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

### **3. BIDDING PROCEDURES:**

3.01 All Bids must be prepared using the forms contained in the Bidding Documents and submitted in accordance with the Instructions to Bidders.

3.02 A Bid is invalid if it has not been deposited at the location designated in the Advertisement prior to the time and date for receipt of bids indicated in the Advertisement (Bid Opening) , or prior to any extension thereof issued to the bidders.

3.03 Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel his Bid or any part thereof for 60 days after the date designated for the receipt of bids in the advertisement or invitation to bid.

3.04 Prior to the date designated for receipt of bids, any issued Addenda will be mailed or delivered to each qualified General Contractor recorded by the Architect as having received the Bidding Documents, and will be available for inspection { Where the Architect has designated in the legal advertisement / invitation to bid.

3.05 The Prospective Bidder (General Contractor or Building Contractor) must submit a Small Business Participation Plan that shall identify the Small Business Enterprises (SBE) to be utilized, their percentage of utilization, and the commercial services they are providing, consistent with the commodities or services for which they are certified and/or qualified to provide.

For more information please contact **Dexter Martin, Director of Small Business Development Office, Leon County Schools, Tallahassee, Florida. Telephone: 850-922-0659** or <http://leonschools.schoolwires.net/Domain/242>

- (a) **SBE Targets:** All Bidders (General Contractor or Building Contractor) including SBE's shall demonstrate in their bid that a good faith effort was made to meet the goals of the department. All prime bidders will make contact with the Leon County School SBE Division for a listing of available SBEs who provide the services needed for the Bid or proposal.
- (b) **Good Faith Effort** The following are examples of good faith efforts that Bidders can use if they are not meeting the Aspirational Target:

Advertising for participation by SBEs in local publications within the Market Area, including a copy of the advertisement and proof of date(s) it appeared; or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all SBEs referred to the Bidder by the SBE Division for the goods and services to be subcontracted and/or supplied.

Documentation indicating that the Bidder provided ample time for potential SBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from SBE Vendors.

Contacting SBE Vendors who provide the services needed for the bid or proposal. Include a list of all SBEs that were contacted and include the method of contact. Document follow-up telephone calls with potential SBE Subcontractors Encouraging their participation. Allowing potential SBS Subcontractors to review bid specifications, blueprints and all other bid/RFP related items at no charge to the SBEs.

Contacting the SBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems they are having in securing a minimum list of subs or vendors.

Other documentation indicating their Good Faith Efforts to meet the goals of the department.

### 3.06 Preparation and Submission of Bid Form:

- (a) Each Bidder shall copy the Bid Form on Bidder's own letterhead and indicate their bid prices thereon in the proper spaces for the entire work and for the alternates on which they bid. Any erasures or other corrections in the bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the Owner.
- (b) Each Bid shall specify a unit price written in ink in both words and figures, for each of the separate items, as called for, except when the Bid is called for on a lump sum basis. Lump sum bids shall be shown in both words and figures; where there is a variation between the written amount and figures, the low one will be taken as the Bid price.
- (c) Each Bid must give the full business address of the Bidder, and state whether the Bidder is an individual, corporation or partnership. Bids by a corporation must contain the legal name and seal of the corporation, the name of the state of its incorporation and the manual signature and designation of an officer. Bids by partnerships shall show the name of the partnership, the names of all partners and must be signed by one of the g e n e r a l partners in the name of the partnership.



The limited liability companies must show the name of the LLC, the names of all managers and members, and must be signed by either a manager or managing member in the name of the LLC.

In every case, the name of the person signing, and his designation, shall be typed or printed below his signature. A Bid by a person who affixes to his signature the word "President," "Secretary," "Agent," or other designation without clearly disclosing the entity may be held to be the bid of the individual so signing. Each Bidder shall furnish satisfactory evidence of the authority of an officer signing for a corporation, for a general partner signing for a partnership, or for a manager or managing member signing for a LLC.

(d) The Bid shall include the following information, as required by Law:

1. Form A - LCS Sworn Statement – Contracts/Public Entity Crime Law. Assurance of conformance with Public Entity Crime Law, Section 287.133(2)(a), F.S. To be completed and submitted.
2. Form B – Conflict of Interest Disclosure
3. Form C – Prohibition Against Contingency Fees
4. Form D – Debarment Information/Form
5. Form E – Affidavit for Claiming Local Purchasing Preference (LCS Policy 6450)
  - Trench Safety Act. Reference to the trench safety standard, where relevant and written assurance that the contractor will comply with the Trench Safety Act, Sections 553.60 through 553.64, F.S.
  - A list of Subcontractors to be used for the work. The Subcontract listed in the Bid shall not be replaced without cause, once the list has been opened and made public, in accordance with Section 2555.0515, F. S.

(e) The Owner reserves the right to waive informality in any bid, to reject any and all bids in whole or in part, with or without cause, and/or to accept the apparent low Bid, considering base bid and accepted alternates.

**3.07 BASIS OF BID:** The Bidder shall include with their Bid all unit cost items, quantity estimates and alternates indicated on the Bid Form. Failure to comply may be cause for rejection. If the Owner wishes to learn the relative or additional construction cost of alternate use of material, or an increase or decrease in scope of the project, these items will be defined as alternates and will be specifically described by the Drawings and/or the Specifications. Alternates will be listed in the Bid Form in such a manner that the Bidder shall be able to clearly indicate what sums will add to (or deduct from) their Base Bid. The Owner reserves the right to accept or reject any or all bids or combinations there-of as deemed in the best interest of the Owner. All required premiums shall be paid for by the successful bidder and the amount of the premium shall be included in his bid proposal. No segregated Bids or assignments shall be considered.

**3.07.1** Each Bidder shall, if so requested by the Owner, present further evidence of Bidder's experience, qualifications and ability to carry out the terms of the Contract, including a financial statement.

**3.08 Modification of Bids:** Bid Modifications will be accepted from Bidders if addressed to the Owner at the place where Bids are to be received (marked "Modification of Bid") and if received prior to the date and time for receipt of Bids (Bid Opening). Modifications may be in written or facsimile, or scanned and emailed form. Modifications will be acknowledged by the Owner or the Architect before opening of Bids. Bid modifications written on the outside of the sealed Bid envelope are acceptable when such notations are made, signed and dated by the Bidder prior to submittal of the Bid. No notations may be made on the outside of the sealed Bid envelope after submittal of the Bid. Modifications will be read by the Owner prior to opening of Bids. It is the full responsibility of the Bidder to bring any Bid Modification to the attention of

the person opening the Bids at the time of opening of the affected Bid.

3.09 Withdrawal of Bids: Bids may be withdrawn on written request received from Bidders prior to the time fixed for opening. Such request shall be properly signed in accordance with the requirements pertaining to signatures contained on Page 9, Paragraph 3.06(c). Negligence on the part of the Bidder in preparing the Bid confers no right of withdrawal of the Bid after it has been opened.

3.10 Bid Guarantee - 5% (**Total Bid - Base Bid, Owner's Contingency and All Alternates**). The Bid shall be accompanied by a Bid Guarantee which shall be a Bid Bond (Signed or countersigned by a Florida Resident Insurance Agent); Cashier's Check; Certified Check (Certified Checks offered as Bid Guarantees must have Florida Documentary Stamps attached); or bank Draft; made payable to the SCHOOL BOARD OF LEON COUNTY, FLORIDA. Such check or bond shall be submitted with the understanding that it shall guarantee that: 1) the Bidder will not withdraw their Bid for a period of sixty (60) consecutive calendar days after the scheduled closing time for the receipt of Bids; 2) if the Bid is accepted, the Bidder will enter into a formal contract with the Owner in accordance with the Construction Contract included as part of the Contract Documents; and 3) that the required Performance Bond and Payment Bond will be given. In the event of the withdrawal of Bid within said period, or failure to enter into said Contract and give said Bond within eight (8) Owner business days after Bidder has received notice of acceptance of their Bid; the Bidder shall be liable to the Owner for the full amount of the Bid Guarantee as representing the damage to the Owner on account of the default of the Bidder in any particular thereof.

The Bid Bonds and checks shall be returned by mail to all except the three (3) lowest Bidders within fifteen (15) days after the formal opening of the Bids. The Owner reserves the right to hold the Bid Guarantee of the lowest three Bidders until after they have executed the Contract with the accepted Bidder and the Performance Bond and Payment and Material Bonds have been approved by the Owner.

If required Contract and Bonds have not been executed within sixty (60) consecutive calendar days after the date of the opening of the bids, then the Bid Bond or check of any Bidder will be returned upon his request, provided Bidder has not been notified of the acceptance of their bid prior to the date of such request.

#### **4. EXAMINATION OF DOCUMENTS AND SITE:**

4.01 Each Bidder shall examine the Bidding Documents carefully; and, fourteen (14) days prior to the date for receipt of Bids, Bidders shall make a written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error which may be discovered. Any interpretations or corrections will be issued as addenda. The Architect and/or Owner shall not be responsible for oral clarifications. No Addenda shall be issued after seven (7) calendar days prior to Bid Opening.

4.02 Bidders shall carefully examine the Bidding Documents and the construction site to obtain first-hand knowledge of the existing conditions. Contractors shall not be given extra payment for conditions which can be determined by examining the site and Bidding Documents.

4.03 The submission of a Bid by a Bidder shall be an acknowledgment that Bidder has thoroughly examined the Bidding Documents and the construction site, and completely understands their obligations and those of the Owner under the Bidding Documents. Failure to mention any work, materials, appurtenances, or safety methods in the specifications or plans set forth in the bidding Documents which are required for the satisfactory and safe completion of an efficient, safe, complete, and working system as implied by the specifications and drawings shall not relieve the Contractor of any responsibility to provide such for the completion of such a system.

4.04 The Owner assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the execution of the Contract, unless (1) such understanding or representation are expressly stated in the contract and (2) the Contract expressly provides that the

responsibility therefore is assumed by the Owner.

## **5. SUBSTITUTIONS:**

5.01 Each Bidder represents that his Bid is based upon the materials and equipment described in the Bidding Documents.

5.02 No substitutions for other material and equipment will be considered unless a written request has been submitted to the Architect for approval at least fourteen 14 days prior to the date for receipt of Bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

5.03 If the Architect approves any proposed substitution, such approval will be set forth in an addendum.

If any Bidder is unable to procure written approval of any substitution from the Architect prior to the opening of bids, then he shall base his bid on the exact items specified.

5.05 Substitutions which have not been approved in writing by the Architect prior to the opening of Bids may be listed on the Bid Proposal form along with the amount the Bidder will add to or deduct from the Base Bid if such substitution is approved. Substitutions so submitted shall include any and all adjustments of that work or any other affected thereby. Substitutions listed on the Bid Proposal Form which are approved will be incorporated into the Contract with the successful Bidder.

5.06 Requests for any substitutions not submitted in accordance with the above instructions will be denied by the Architect.

5.07 The successful Bidder shall not remove or replace subcontractors listed in the Bid after the Bid opening, except upon good cause shown.

## **6. LIST OF MATERIALS SUPPLIERS:**

6.01 The Contractor shall within twenty-four (24) hours after the Bid is opened, submit to the Owner (at 3420 West Tharpe Street, Suite 100, Tallahassee, FL 32303) a list of materials suppliers. This list, if requested, shall include each company name, the materials it supplies, the address and telephone number and the name of the person with whom the Contractor is dealing.

## **7. REJECTION OF BIDS:**

7.01 The Bidder acknowledges the right of the Owner to reject any or all Bids and to waive any informality or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner to reject a Bid if the Bidder failed to furnish any required Bid Guarantee, or to submit the data required by the Bidding Documents, or if the Bid is in any way incomplete or irregular; to reject the Bid of a Bidder who is not in a position to perform the contract; and to re-advertise for other or further bid proposals.

7.02 The Owner reserves the right to reject any or all Bids when such rejection is in the interest of the Owner, and to reject the Bid of a Bidder who is not in a position to perform the Contract, or whose list of subcontractors is improperly prepared, or not included in the Bid.

## **8 SUBMISSION OF POST-BID INFORMATION:**

8.01 The successful Bidder shall within eight (8) Owner Business days after Notification of Board Award submit the following:

Cover sheet of the Executed Performance Bond and Payment Bond with the following information:

1. The name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity.

The contract number assigned by the contracting public entity.

The bond number assigned by the surety, including Surety Agent's complete address and contact information.

A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement.

**In accordance with 255.05, F.S., Performance and Payment Bonds are to be recorded prior to the date of commencement** of project at the office of the Leon County Clerk of Circuit Court, **313 South Calhoun Street**, Tallahassee, Florida 32301, **(850) 577-4030**. Please request a copy of the recorded document to be submitted along with other Post Bid documentation to the Contract Administrator. You'll also receive a receipt from the clerk for your records.

2. **Criminal Background Checks:** All Contractors and subcontractors are reminded of screening requirements the legislative enacted in s.1012.467, Florida Statutes, referred to as the "Jessica Lundsford Act." 1012.467, F.S. Noninstructional contractors who are permitted access to school grounds when students are present; background screening requirements.
3. A progress schedule and all data as required under Article 3.10, LCS General Conditions.
4. Evidence of Insurance as required under Article 11 LCS General Conditions in the Contract Documents with a "Hold Harmless Rider," and a statement of the School Board of Leon County, Florida being listed as "primary additional insured."
5. Photocopies of General Contractor's registration and either State registrations or Leon County certificate of competency of all subcontractors.
6. Resume of General Contractor's construction superintendent.
7. List of Toxic Substances per State Requirements for Educational Facilities 4.2(6) (SREF).

**9. PERFORMANCE BOND AND PAYMENT BOND:**

9.01 The Successful Bidder shall be required to furnish a Performance Bond and Payment Bond in the amount of one-hundred percent (100%) of the Contract amount.

**10. AWARD OF CONTRACT:**

10.01 The Contract, if awarded by the Owner, will be awarded within sixty (60) calendar days of receipt of the Bids to the lowest responsible Bidder, provided Bidder's Bid is reasonable and it is in the best interest of the Owner to accept. The Owner reserves the right to waive any informality in Bids received when such waiver is in the best interest of the Owner. Notice of intent to award a contract shall be given all bidders by posting the bid tabulations reflecting the lowest responsible bidder on the date specified in the bid

proposal. Such posting will remain on display for no less than three (3) work days. The bid tabulations shall be posted at the Purchasing Department Office located at 3397 West Tharpe Street in Tallahassee, Florida 32303.

10.02 The method of determining the lowest responsible bid from bidders shall be the Base Bid Price plus or minus Alternate Prices listed on the Bid Proposal Form which are accepted by the Owner. Alternates will be considered for acceptance by the Owner as set forth in the Alternate Section 0130 of the specifications.

## **11. BID PROTEST PROCEDURES:**

11.01 Any person adversely affected by specifications set forth in the Bidding Documents, the decision to solicit Bids or the intended decision to award a contract shall file a notice of protest, in writing, within seventy-two (72) hours after receipt of the Bidding Documents, the Bid Advertisement or the notice of intent to award or to reject all bids. In addition, such persons shall file a formal written protest, in petition form, specifically stating the grounds for the protest and identifying all disputed issues of material fact. The formal written protest shall be filed within ten (10) days of the notice of protest. All protests shall be filed with the Purchasing Department at 3397 West Tharpe Street in Tallahassee, Florida 32303. Failure to file a protest within the time prescribed in F.S. 120.57(3), shall constitute a waiver of proceedings under F.S. Chapter 120. A protest is filed when it is delivered to and received at the Purchasing Department.

Accordingly, a protest is not timely filed unless it is received by the Department within the times specified above. A written notice of protest filed by 4:30 p.m. on the day on which the seventy-two (72) hours runs shall be timely.

11.03 Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Board in an amount equal to: (1) \$25,000 or two percent (2%) of the lowest accepted bid, whichever is greater, for projects valued over \$500,000; and (2) five percent (5%) of the lowest accepted bid for all other projects, which bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the administrative hearing in which the action is brought and any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the Department prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond shall be returned to him/her. If the person protesting the award prevails, s/he shall recover from the Department all costs and charges which shall be included in the final order or judgment, including attorney's fees.

For complete information regarding Bid Protest procedures see Leon County School Board Policy 6326, entitled Bid Protests, located at <http://www.neola.com/leon-fl/>

## **12. FAMILIARITY WITH LAWS:**

12.01 The Bidder shall be familiar with and shall perform work in accordance with all Federal, State and local laws, ordinances, rules, regulations and Leon County Schools Policy affecting the work. Special attention is called to, but not limited to, 1) s. 1013.371, Florida Statutes, 2) s.1013.45(4), 3) the State Requirements for Educational Facilities, Florida Building Code and the Local Environmental Ordinances.

Ignorance of them on the part of the Bidder shall in no way relieve Bidder from responsibility of compliance with all said laws, ordinances, rules and regulations.

**12.02 LCS District Building Permit:** Upon acknowledgement of award of contract, the General Contractor or Building Contractor will apply for a Permit Application Packet online <http://www.leonschools.net/Page/282> . Complete this application (print it out) and submit, along with his/her contracts, **three (3)** complete sets of 100% Construction Specifications. If you need any further information please contact the Leon County School District's Facilities/Construction Department by Building Permit Official, (850)617-1837 or (850)617-1838.

**13. ASSESSMENTS AND TAXES:**

13.01 Although the Owner is not subject to the Florida Sales Tax, any contractor who purchases materials which will be used in the construction of a public works facility **will not** be exempt from the sales tax on those materials, The Owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvements. The Owner is not required to pay for any municipal building permit. The Bidder shall take this information into consideration in preparing their proposal.

**14. FLORIDA PRODUCTS AND LABOR**

14.01 The Bidder's attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used whenever price and quality are equal.

**14.02 LCSB Purchasing Policies – Local Preference Part III**

It shall be the policy of the Leon County School Board to afford local preference to the lowest responsive Leon County vendors and Florida vendors in accordance with the terms set forth in Board Policy 6450 Local Purchasing - . <http://www.neola.com/leon-fl/>

**15. ALTERNATES:**

15.01 Alternates may be included in the specifications, and where included, the Bidder shall indicate the sum Bidder will deduct from, or add to, their Base Bid. Such Alternates may or may not be accepted.

**16. BIDDER'S QUALIFICATIONS:**

16.01 The Bidder and all Subcontractors for this project shall be fully qualified by experience to perform the work and install the type of equipment and systems which are included in this project. The Contractor and each major Subcontractor, including particularly mechanical, electrical and plumbing shall each have successfully completed a minimum of three projects of equal or larger scope and size.

**17. LICENSE:**

17.01 The Contractor and his subcontractors shall meet all requirements of the State of Florida, county and city license regulations. The Bidder shall complete the portion of the Bid Form dealing with licenses; should Bidder fail to complete the license information, the bid may be rejected.

**18. DISQUALIFICATION OF BIDDER:**

18.01 More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one Bid for the same work will cause the rejection of all bids in which such Bidder is believed to be

interested. Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced may be rejected.

## **19. HAZARDOUS MATERIALS AND WASTE:**

19.01 Toxic Substances: Each Contractor and their designated subcontractor shall submit a written list of all toxic substances, pursuant to Chapter 1013.49 Educational Facilities, to be used on said project. Said list must be sent to the Director of Construction (if it is a construction project) or the Director of Maintenance (if it is a maintenance project) of the School Board of Leon County at least three (3) working days prior to the commencement of construction.

Said notification shall contain the following:

- A. The name of the substance to be used;
- B. Where the substance is to be used; and
- C. When the substance will be used.

The Contractor **must** also attach to the notification a copy of a Material Safety Data Sheet for each toxic substance to be used. A copy of this list is to be kept at the site during duration of construction project.

19.02. Hazardous Waste: Each Contractor and his designated Subcontractor is responsible for the proper storage, handling, and disposal of hazardous wastes generated at a school site during construction or maintenance activities.

Contractors must notify the Industrial Hygienist, Carl Green, (850-617-1777), of their intent to generate, store, and remove hazardous waste from a site. Any costs including, but not limited to, fines, disposal, and clean up incurred by the School District to comply with the proper storage and disposal of hazardous waste shall be withheld from Final Payment to the Contractor.

19.03 Asbestos: Any maintenance, construction, renovation, demolition, or other alteration of an educational facility must be cleared by the Industrial Hygienist to preclude disturbance of asbestos containing materials. Failure to obtain proper clearance will subject the Contractor to all expenses incurred in decontaminating the facility.

Architect should denote in plans any known hazardous materials on site, and if it (hazardous materials) impacts construction in any way, then it should be included in scope of work of contractor.

Neither Contractors nor their designated Subcontractors shall use or substitute building materials which contain asbestos for any component of an educational facility. Contractors will be held liable for the cost of removing any asbestos containing building materials (A.C.B.M.) and re-installation of non-asbestos building materials should subsequent sampling of materials reveal the presence of more than 1% asbestos.

No asbestos containing building materials are to be specified or substituted for specified materials.

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## **SECTION C**

### **BID FORM**

#### **SUBMIT IN DUPLICATE ON CONTRACTOR'S LETTERHEAD**

SCHOOL BOARD OF LEON COUNTY, FLORIDA  
DIVISION OF FACILITIES  
3397 W. THARPE STREET  
TALLAHASSEE, FLORIDA 32303

DATE: April 20, 2017  
TIME: 2 pm local time

OWNER'S BID NO. 5442-2017

REFERENCE: Pineview Elementary School Roof Replacement Buildings 1 and 3

I (We), the undersigned, hereby declare that the only persons, firm or corporation interested in this Proposal or the Contract to be entered into, as principals, are named herein, and that this Proposal is made without collusion with any person, firm or corporation, and that it is in all respects fair and in good faith.

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and become familiar with the local conditions, nature and extent of the work, and having examined carefully the drawings, specifications, the Form of Agreement, and other Contract Documents, with the bond requirements therein, proposes to furnish all labor, materials, equipment and other items, facilities, and services for the proposed execution and completion of the Pineview Elementary School Roof Replacement Buildings 1 and 3 in full accordance with the drawings and specifications prepared by Clemons, Rutherford and Associates, Inc. 2027 Thomasville Road Tallahassee, Florida 32308, phone 850-385-6153, in full accordance with the Advertisement for Bids, Instruction to Bidders, Agreement and all other Contract Documents; and if awarded the Contract, I (We) will contract with the SCHOOL BOARD OF LEON COUNTY, FLORIDA to furnish all necessary labor, equipment, materials, and incidental costs, and that I (We) will substantially complete all necessary work in accordance with the Specifications and Drawings, and the requirements under them on or before August 4, 2017 for the following Bid price:

<b>Base Bid</b>	\$ _____
-----------------	----------

<b>Allowance for Owner's Contingency</b>	\$75,000.00 _____
--	-------------------

With the foregoing as a Base Bid, the following Alternate Prices are submitted in accordance with the Drawings and Specifications.

<b>Alternate No. 1:</b> Modified Bitumen Roof Membrane – Roof Areas C,D,& E	\$ _____
---	----------

<b>Alternate No. 2:</b> Metal Retrofit Roof – Roof Area F	\$ _____
---	----------

#### **Notes:**

Allowance for owner's contingency can only be expended at the direction of the Owner. Any remaining monies from this line item will be returned to the Leon County School Board in the final pay request.

The undersigned further agree(s) to bear the full cost of maintaining all work until the final acceptance, as provided in the Contract Documents.



The above amount, if accepted by the Owner shall form a Contract to be entered into. The undersigned agree(s) to furnish a sufficient and satisfactory bond in the sum of not less than 100 percent (100%) of the Contract Price of the work awarded.

It is further agreed that in the case of failure on the part of the undersigned to execute said Contract and Bond under the conditions of this Proposal within eight (8) "Owner Business Days" after the award of the Contract, the accompanying Proposal Guaranty, made payable to the SCHOOL BOARD OF LEON COUNTY, FLORIDA of not less than five percent (5%) of the total actual bid (Base Bid plus all Alternates), shall be forfeited as liquidated damages; otherwise, said Guaranty is to be returned to the undersigned upon the delivery of the executed Contract, a satisfactory bond and other specified documents.

Name of Bonding Company:	
Local Agent's Address	
Phone No.	

Attached hereto, is the said Proposal Guaranty in the form of a Bid Bond, Certified Check, Cashier's Check in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), according to the provisions contained herein and to the conditions and provisions of the Contract Documents.

***Included in this bid are the following:***

1. Exhibit A - Sworn Statement – Contracts/ Public Entity Crime Law. Assurance of conformance with Public Entity Crime Law, Section 287.133(2)(a). F.S.
2. Exhibit B – Conflict of Interest Disclosure
3. Exhibit C – Prohibition Against Contingency Fees
4. Exhibit D - Debarment Question and Answer and Debarment Form
5. Exhibit E – Affidavit for Claiming Local Purchasing Preferences

Trench Safety Act. Reference to trench safety standard, where relevant and written assurance that the contractor will comply with the Trench Safety Act. Section 553.60 through 553.64, F.S.

A list of subcontractors to be used for the work. The subcontractors list in the bid shall not be replaced without cause, once the list has been opened and made public, in accordance with Section 255.0515., F.S.

I (We) hereby acknowledge receipt of the following Addendum, if any, issued during the bidding period: (List Addendum No. and Date)

Addendum No.	Date

It is understood by the Bidder that the Owner shall post its intent to award or reject this Bid. The intent shall remain posted for a period of three (3) working days. Failure to file a written notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Policy 6326.

I (We), the undersigned, hereby certify that I (We) have carefully examined the foregoing Proposal after the same was completed and have verified each item placed thereon; and I (We) agree to indemnify, defend and save harmless, the SCHOOL BOARD OF LEON COUNTY, FLORIDA and their agents, against any cost,

damage or expense which it may incur or be caused by an error in my (our) preparation of same.

The following license is current and the Bidder agrees to maintain it in effect throughout the project duration:

License Type.	License Number	Expiration Date

Florida Construction Industries Licensing Board  
Certification (State Certified or County Registered)

\_\_\_\_\_  
(Name of Holder)

In witness whereof, the Bidder has here unto set his/her signature and affixed his/her seal this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

(Seal)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

END OF SECTION C

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## **SECTION D**

### **LISTING OF SUBCONTRACTORS**

(To be submitted in a separate envelope marked, "LISTING OF SUBCONTRACTORS," along with Bidder's Bid Form)

TO: School Board of Leon County, Florida  
3420 West Tharpe Street, Suite 100  
Tallahassee, FL 32303

ATTENTION: Director of Construction

NOTE: To be executed as part of the Bidders Proposal. If, due to Alternate bids, more than one subcontractor must be considered, Contractor shall list each and state which is to be considered for Base Bid work and which is to be considered for alternate work if a specific alternate is to be taken.

Bidder agrees that, if they are apparent low bidder or if so requested by the Owner, they will submit to the Owner a full list of subcontractors and suppliers within 24 hours of bid opening (contained in Section P) to the Contract Administrator for the School Board of Leon County, Florida, 3420 West Tharpe Street, Suite 100, Tallahassee, FL 32303.

All subcontractors and suppliers are subject to approval of the Owner. The following are the subcontractors and suppliers proposed to be used if the undersigned is awarded the contract. Additional subcontractors may be listed on a separate sheet utilizing the same format.

Division of Work	Corporate Name and Address	Principal or Officer's Name
------------------	----------------------------	-----------------------------

The undersigned declares that they have fully investigated each subcontractor listed and have determined to their own complete satisfaction that such contractor maintains a fully-equipped organization capable technically and financially of performing the pertinent work, and has made similar installations in a satisfactory manner.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signed By:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Address/Zip:

\_\_\_\_\_  
Telephone No. :

\_\_\_\_\_  
Contractor Certificate No.:

END OF SECTION D

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## **SECTION E**

### **BID BOND**

#### **GENERAL:**

##### **A. I. A. BID BOND:**

The "Bid Bond" American Institute of Architects Form, Latest Edition, is referenced herein and shall be used on this project.

**Forms shall be obtained by the Contractor from the Florida Association of the American Institute of Architects, located at 104 East Jefferson Street, Tallahassee, Florida 32301, (850) 222-7590**

END OF SECTION E

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## **SECTION F**

### **ACCEPTABLE SURETY COMPANIES**

#### **GENERAL:**

To be acceptable as Surety on the Performance Bond and Materials and Payment Bond, a surety company shall comply with the following provisions:

The Surety Company must be admitted to do business in the State of Florida.

The Surety Company shall have been in business and have a record of successful and continuous operations for at least five (5) years.

Provide bonds as stipulated herein and in Section 1013.47, Florida Statutes. The

Surety Company shall have at least the following minimum ratings:

#### **REQUIRED FINANCIAL CONTRACT AMOUNT**

\$1 to 1,000,000  
\$1,000,000 OR MORE

#### **REQUIRED RATING 1\***

A - or Better [per 2014 S.R.E.F. 4(1)(a)(2)]  
A - or Better

\*Best's Financial Rating.

The Surety Company shall not expose itself to any loss of any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided:

Any risk or portion of any risk which shall have reinsured (in which case these minimum requirements contained herein also apply to the reinsuring carrier) in an assuming insurer authorized or approved by the insurance commissioner to do such business in this State shall be deducted in determining the limitation of risk prescribed in this Division.

In the case of a surety insurance company, there shall be deducted, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any surety deposited, pledged or held subject to the consent of the surety and for the protection of the surety.

END OF SECTION F



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## **SECTION G**

### **CONTRACT BONDS**

#### **General:**

Performance Bond and Payment Bonds:

The Performance and Payment Bonds, American Institute of Architect's Form, Latest Edition, shall be used on this project.

Forms shall be obtained by the Contractor from the Florida Association of the American Institute of Architects, located at 104 East Jefferson Street, Tallahassee, Florida 32301, (850)222-7580.

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## **SECTION H**

### **CONTRACT AGREEMENT**

**DRAFT AIA Document A101-2007  
Standard Form Agreement Between Owner and Contractor  
Where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_ in the year 2017

**BETWEEN** the Owner:

Leon County School Board  
2757 West Pensacola Street  
Tallahassee, Florida 32304

and the Contractor:

Name  
Address  
City, State Zip Code  
Phone Number

for the following Project:

Pineview Elementary School  
2230 Lake Bradford Road  
Tallahassee Florida 32310

Roof Replacement Buildings 1 and 3 Project

The Architect:

Clemons, Rutherford & Associates, Inc.  
2027 Thomasville Road  
Tallahassee, Florida 32308  
850-385-6153

The Owner and Contractor agree as follows.

## **TABLE OF ARTICLES**

<b>1</b>	<b>THE CONTRACT DOCUMENTS</b>
<b>2</b>	<b>THE WORK OF THIS CONTRACT</b>
<b>3</b>	<b>DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION</b>
<b>4</b>	<b>CONTRACT SUM</b>
<b>5</b>	<b>PAYMENTS</b>
<b>6</b>	<b>DISPUTE RESOLUTION</b>
<b>7</b>	<b>TERMINATION OR SUSPENSION</b>
<b>8</b>	<b>MISCELLANEOUS PROVISIONS</b>
<b>9</b>	<b>ENUMERATION OF CONTRACT DOCUMENTS</b>
<b>10</b>	<b>INSURANCE AND BONDS</b>

### **ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### **ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### **ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows: Not Applicable

**§ 3.2** The Contract Time shall be measured from the date of notice to proceed.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work on or before August 4, 2017, subject to adjustments of this Contract Time as provided in the Contract Documents.

Provisions for Liquidated Damages are specified in Attachment A, the General Conditions of the Contract for Construction, Leon County School Board article 8.3.5

#### **ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \_\_\_\_\_ (\$\_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

The total price set forth in the Contractor's bid and in Section 4.1, is inclusive of a contingency in the amount of \$75,000.00. That contingency amount can only be expended at the direction of the Owner, and the unexpended balance of that contingency amount shall be deducted from the total compensation paid to the Contractor at the time of, or prior to, final payment.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: Not Applicable

**§ 4.3** Unit prices, if any: Not Applicable

**§ 4.4** Allowances included in the Contract Sum, if any: Not Applicable

#### **ARTICLE 5 PAYMENTS**

##### **§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** Progress payments shall be paid monthly to the Contractor. The pay application shall be submitted in a form acceptable to the Owner, on or about the first (1st) day of each calendar month and shall be paid by the Owner within thirty calendar days of submittal. The application for payment shall be reviewed and certified by the Architect. Monthly pay request shall include the cost of the work completed.

**§ 5.1.3** Pursuant to Section 218.735, Florida Statutes, an agent must approve the payment request or invoice before the payment request or invoice is submitted to the local governmental entity, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1). If a payment request or invoice does not meet the contract requirements, the local governmental entity must reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1). The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper. If a payment request or an invoice is rejected and the contractor submits a payment request or invoice that corrects the deficiency, the corrected payment request or invoice must be paid or rejected ten business days after the date the corrected payment request or invoice is stamped as received as provided in s. 218.74(1).

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall

be included as provided in Section 7.3.9 of the Attachment A, General Conditions of the Contract for Construction, Leon County School Board;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the Attachment A, General Conditions of the Contract for Construction, Leon County School Board.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.3 of the Attachment A, General Conditions of the Contract for Construction, Leon County School Board requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the Attachment A, General Conditions of the Contract for Construction, Leon County School Board.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows: Not Applicable

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of the Attachment A, General Conditions of the Contract for Construction, Leon County School Board, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The Owner's final payment to the Contractor shall be made upon the Project Coordinator's completion of the Release of Retainage Request Checklist form and submittal to the Accounting Department for payment.

**§ 5.2.3** The total price set forth in the Contractor's bid and in Section 4.1, is inclusive of a contingency in the amount of \$75,000.00. That contingency amount can only be expended at the direction of the Owner, and the unexpended balance of that contingency amount shall be deducted from the total compensation paid to the Contractor at the time of, or prior to, final payment.

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

## **§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation, the method of binding dispute resolution shall be as follows:

- ☐ Arbitration
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other

## **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the Attachment A, General Conditions of the Contract for Construction, Leon County School Board.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of the Attachment A, General Conditions of the Contract for Construction, Leon County School Board.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of the Attachment A, General Conditions of the Contract for Construction, Leon County School Board or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Not Applicable

**§ 8.3** The Owner's representative: Danny Allbritton, Director of Construction 850-617-5900 and Alison Garber, 850-545-3007.

**§ 8.4** The Contractor's representative: Chet Sherrer, Owner 850-258-8247 and John Rosenbalm, Project Manager 850-333-2936

**§ 8.5** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

**§ 8.6** Other provisions: Not Applicable

## **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 9.1.1** The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

**§ 9.1.2** The General Conditions are Attachment A, General Conditions of the Contract for Construction, Leon County School Board:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
General Conditions	General Conditions of the Contract for Construction, Leon County School Board	March 17, 2014	42

**§ 9.1.3** The Supplementary and other Conditions of the Contract: Not Applicable



Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

Section	Title	Date	Pages
M	Technical Specifications	3/30/2017	97 - 176

§ 9.1.5 The Drawings:

Number	Date
T1.1 Cover sheet & Index of Drawings	3/20/17
A1.0 Existing Roof Plan	3/20/17
A1.1 Demolition Roof Plan	3/20/17
A1.2 Renovation Roof Plan	3/20/17
A1.3 Renovation Roof Plan – Alternates	3/20/17
A1.4 Renovation Roof Plan Elevations	3/20/17
A2.1 Roof Details	3/20/17
A2.2 Roof Details	3/20/17
S0.1 General Structural Notes	3/20/17
S1.1 Retrofit Roof – Exist. Framing Plan	3/20/17
M0.1 General Notes, Schedules & Details – Mechanical	3/20/17
M1.0 Roof Plan – Mechanical	3/20/17
E0.1 General Notes, Legend and Specifications – Electrical	3/20/17
E0.2 Specifications – Electrical	3/20/17
E1.1 Service Renovation Plan	3/20/17

§ 9.1.6 The Addenda, if any: Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Other documents, if any, listed below:
  - Attachment A, General Conditions of the Contract for Construction, Leon County School Board
  - Attachment B, Successful Response
  - Attachment C, Certificates(s) of Insurance

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor represents and warrants that it has, at its sole expense, obtained and shall maintain at all times during the performance of the Work, insurance coverages in the amounts required by Attachment A, General Conditions of the Contract for Construction, Leon County School Board, Article 11, Insurance and Bonds, as evidenced by the attached certificate(s) of coverage (Attachment C, Certificate(s) of Insurance).

If applicable, the Contractor furnished furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each in an amount equal to one hundred percent (100%) of the Contract sum.

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This Agreement entered into as of the day, month and year first written above.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above on the front of this Agreement.

**CONTRACTOR:**

Attest:

\_\_\_\_\_  
(Print Name, Title and Corp. Seal)

By: \_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

As Witnessed by:

\_\_\_\_\_  
\_\_\_\_\_

**THE SCHOOL BOARD OF LEON COUNTY, FLORIDA  
OWNER**

Attest:

\_\_\_\_\_  
(Name and Seal)

By: \_\_\_\_\_  
(Board Chairman)

Date: \_\_\_\_\_

As Witnessed by:

\_\_\_\_\_  
\_\_\_\_\_

Via BoardDocs

School Board Attorney

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**ATTACHMENT “A”**

**LCSB General Conditions [Revised March 17, 2014]**

**The word “Contractor” shall be synonymous with Construction Manager at Risk for LCSB projects throughout these documents.**

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**SECTION I**

**LEON COUNTY SCHOOL BOARD -- GENERAL CONDITIONS OF THE CONTRACT  
FOR CONSTRUCTION**

**TABLE OF ARTICLES:**

General Provisions

Owner

Contractor

Administration of the Contract

Subcontractors

Construction by Owner or by Separate Contractors

Changes in the Work

Time

Payments and Completion Protection

of Persons and Property Insurance

and Bonds

Uncovering and Correction of Work

Miscellaneous Provisions

Termination or Suspension of the Contract

Small Business Development

Equal Opportunity Waiver

of Trial by Jury

# **General Conditions of the Contract for Construction**

## **Leon County School Board**

**REVISED MARCH 17, 2014**

PORTIONS OF THIS DOCUMENT HAVE BEEN BASED UPON THE 1987 EDITION OF DOCUMENT A-201, ORIGINALLY PREPARED BY THE AMERICAN INSTITUTE OF ARCHITECTS AND WHICH IS NO LONGER PUBLISHED. IT HAS BEEN SUBSTANTIALLY MODIFIED FROM THE ORIGINAL AIA FORM.

### **TABLE OF ARTICLES**

1. GENERAL PROVISIONS	10. PROTECTION OF PERSONS AND PROPERTY
2. OWNER	11. INSURANCE AND BONDS
3. CONTRACTOR	12. UNCOVERING AND CORRECTION OF WORK
4. ADMINISTRATION OF THE CONTRACT	13. MISCELLANEOUS PROVISIONS
5. SUBCONTRACTORS	14. TERMINATION OR SUSPENSION OF THE CONTRACT
6. BY OWNER OR BY SEPARATE CONTRACTORS	15. SMALL BUSINESS DEVELOPMENT
7. CHANGES IN THE WORK	16. EQUAL OPPORTUNITY
8. TIME	17. WAIVER OF TRIAL BY JURY
9. PAYMENT AND COMPLETION	



# **LCS GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

## **ARTICLE 1 GENERAL PROVISIONS**

### **1.1 BASIC DEFINITIONS**

#### **1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

#### **1.1.2 THE CONTRACT**

The Contract Documents form the Construction Contract. 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 Owner and a Subcontractor or a Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **1.1.3 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.

#### **1.1.4 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 the Owner or by separate Contractors.

#### **1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

#### **1.1.7 THE PROJECT MANUAL**

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, General and Supplemental Conditions of the Contract and Specifications.

### **1.1.8 PROVIDE**

The term 'Provide', as used in the Contract Documents, includes furnishing all labor, supervision, tools, materials, supplies, equipment, shop drawings, product data and samples, together with performance of the Work, or production of an item or system usable in the completed Project.

### **1.1.9 ADDENDA**

Addenda are written or graphic instruments issued prior to award of the Contract which modify or interpret the bid documents, including the Drawings and Specifications, by additions, deletions, clarifications or corrections.

### **1.1.10 KNOWLEDGE**

The terms 'knowledge', 'recognize' and 'discover', their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression 'reasonable inferable' and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

### **1.1.11 PERSISTENTLY FAILS**

The phrase 'persistently fails' and other similar expressions, as used in reference to the Contractor, shall be interpreted to mean any combination of acts and omissions, which cause the Owner or the Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum, or in substantial compliance with the requirements of the Contract Documents.

## **1.2 EXECUTION, CORRELATION AND INTENT**

**1.2.1** The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

**1.2.2** Execution of the Contract by the Contractor is a representation that the Contractor has examined the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**1.2.2.1** Examination of site shall include determination of the nature and scope of the Work and all difficulties that accompany its execution.

**1.2.2.2** Claims for additional labor, equipment, materials, or costs, resulting from difficulties which should have been noted during the examination of the site, will not be allowed.

**1.2.2.3** The Contractor shall correlate all dimensions shown on the Drawings for existing work and for new work which is to connect to it. Verify existing dimensions by actual measurement of existing work. Report in writing to the Architect all discrepancies between the requirement of the Contract Documents and Existing conditions.

**1.2.2.4** The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this paragraph.

**1.2.3** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

**1.2.4** Organization of the Specifications into divisions, section and articles, and arrangement of Drawings shall not control the Contractor in dividing the work among Subcontractors or in establishing the Extent of work to be performed by any trade.

**1.2.5** Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

**1.3.1** 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. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subContractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect, and copies 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, Sub-subContractor or material or equipment supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subContractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

### **1.4 CAPITALIZATION**

**1.4.1** Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document.

### **1.5 INTERPRETATION**

**1.5.1** In the interest of brevity the Contract Documents frequently omit modifying words such as 'all' and 'any' and articles such as 'the' and 'an,' but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

## **ARTICLE 2 OWNER**

### **2.1 DEFINITION**

**2.1.1** 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' refers to Leon County School Board, 2257 West Pensacola Street, Tallahassee, Florida 32304. The Owner will designate its School Board Project Coordinator and Inspector(s) who will act as its on-site field representatives and fulfill duties enumerated in Section 1013.38, Florida Statutes.

## **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**2.2.1** The Owner acknowledges financial arrangements have been made to fulfill the Owner's obligations under the Contract.

**2.2.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

**2.2.3** Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

The Owner will furnish the Contractor two (2) copies of Drawings and Project Manuals free of charge. Additional sets will be furnished at the Contractor's request and expense.

## **2.3 OWNER'S RIGHT TO STOP THE WORK**

**2.3.1** In the opinion of the Owner, if the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner by written order, may direct 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, except to the extent required by Subparagraph 6.1.3.

**2.3.2** The Owner's Building Official and Construction Representative serves as the enforcement authority as defined in Chapter 533, Florida Statutes and Chapter 1, Florida Building Code, and shall have the authority to stop work that is in not in compliance with the Florida Building Code and/or construction Contract Documents. The Building Official may take such enforcement action against the Contractor or subcontractor as the Building Official deems necessary per Chapter 533, Florida Statutes and Chapter 1, Florida Building Code.

## **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

**2.4.1** If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within **three (3) business days period** after written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such **three (3) business days period**, without further notice and without prejudice to other remedies the owner may have, correct such deficiencies. In such case an appropriate change order shall be issued deducting from payments then or thereafter due the contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect, or failure. Such action by the Owner and the amount charged to the Contractor are not subject to approval of the Architect. If payments then or thereafter are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

**2.4.2** Failure to meet timelines defined in the Critical Path schedule submitted by the Contractor to the Owner shall be evidence of negligence when it appears by examination of the Critical Path Schedule that such failure will result in failure to meet the contracted substantial completion date. Nothing in this paragraph shall prevent the Owner from action against default or neglect for other reasons.

**2.4.3** In the event that the Contractor's default, neglect, or failure to carry out the Work in accordance with the Contract Documents will jeopardize the health or safety of the present or future occupants of buildings or structures which are part of the Project, and which constitute a violation of any regulation or Code involving

health or safety, the Owner's period of required notice to the Contractor shall be reduced from seventy-two (72) hours to twenty-four (24) hours, and all other provisions of paragraph 2.4.1 shall apply.

**2.4.4** If after the lapse of seventy-two (72) hours (or twenty-four (24) hours if applicable), the Owner begins mobilization and procurement as required to correct the Work, and if after that time the Contractor commences and continues correction of the Work diligently and expeditiously, the Contractor shall reimburse the Owner for all expense of mobilization, procurement, labor, and materials incurred between the time that the written notice expired and the time that the Contractor had clearly and unambiguously commenced corrective work, with adequate work force to meet all applicable time lines.

### **ARTICLE 3 CONTRACTOR**

#### **3.1 DEFINITION**

**3.1.1** The Contractor is the person or entity identified as Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term 'Contractor' means the Contractor or the Contractor's authorized representative.

#### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**3.2.1** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Architect, errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and failed to report it to the Architect. If the Contractor performs any construction activity involving a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

**3.2.2** The Contractor shall take field measurements and verify field 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 Architect at once.

**3.2.2.1** The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other Contractors is not guaranteed by the Architect or the Owner. Commencement by the Contractor of any excavation or grading shall be held as an acceptance of the survey data by the Contractor, after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions or inaccuracies of the said survey data.

**3.2.2.2** The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly corrected by the Contractor without any additional cost to the Owner.

**3.2.3** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.3.1** 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 the contract, unless Contract Documents give other specific instructions concerning these matters.

**3.3.2** 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.

**3.3.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections or approvals required or performed by persons other than the Contractor.

**3.3.4** The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

**3.3.5** Before beginning work at the site, the Contractor shall attend a pre-construction conference scheduled by the Architect and he shall bring the superintendent employed for this project. At this time, all parties concerned will discuss the project under Contract and prepare a program of procedures in keeping with requirements of the Contract Documents. The superintendent shall henceforth make every effort to expeditiously coordinate all phases of the work, including the required reporting procedure, to obtain the end result within the full purpose and intent of the Contract Documents for the project

### **3.4 LABOR AND MATERIALS**

**3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**3.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**3.4.2.1** Pre-Employment Requirements: The Contractor shall provide to the Owner or its designee, within forty-eight (48) hours of the time an employee reports to work on the Project site, proof of operator's certification and licensing as required by law for all its workers who operate at any time, on or off the Project site, any motorized vehicle and/or specialized equipment pursuant to this Contract.

**3.4.2.2** Conviction of Criminal Offenses: Contractor employees who are convicted of the below listed criminal offenses will be barred from further access to the Project site; (1) Drugs: Possession, dealing, cultivation, distribution, selling, or using, (2) Violence: Assault, battery, rape, use of a weapon in the commission of a crime, or other similar violent offenses (3) Miscellaneous: Any other crime which, if the Contractor's employee were allowed to continue working, could bring harm to other employees on the Project site. Contractor employees who have been charged with an offense against a minor shall be immediately identified to the Owner and shall be barred from the project site until such time the Owner consents to the employee's presence on the site.

**3.4.2.2.1** The Contractor shall ensure that all employees, including all subcontractor employees, when working on occupied sites where students are present, have been fingerprinted by the Owner in accordance with Sections 1012.35 and 1012.465, Florida Statutes. Section 1012.32, Florida Statutes requires persons subject to this section found through fingerprint processing to have been convicted of a crime involving moral turpitude shall not be employed, engaged to provide services, or serve in any position requiring contact with students. From the screening results, the Owner shall determine those individuals that have been convicted of

such crimes. The costs and fees associated with submitting fingerprints to the Owner shall be at the Contractor's expense. The Contractor shall verify daily and clearly identify through badging or other visible and apparent means, those employees that have been fingerprinted, screened and cleared by the Owner, to be present on the site where students are present. The Contractor shall continually ensure that employees that have not been cleared will not be present on the project site when students are present.

**3.4.2.3** Site search and Inspection: Upon entering and leaving the Project site, each employee, vehicles, lunch boxes, and similar containers or personal items will be subject to search. In addition, all areas of construction will be subject to search at any time for illegal substances, drugs, and alcohol. This may include the use of trained dogs for detection.

**3.4.2.4** Anti-terrorism provisions: The Contractor acknowledges the Owner's heightened awareness concerning domestic and international terrorism and shall fully cooperate with the Owner and public safety agencies in efforts to reduce the risk of terrorism.

**3.4.3** Not later than fifteen (15) days from the Contract Date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products listed in the Project manual (Division 2 thru 16) and, where applicable, the name of the installing Subcontractor.

**3.4.4** The Architect will within seven (7) days, reply in writing to the Contractor stating whether the Owner of the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data of any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner or Architect to reply promptly shall constitute notice of not reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listing manufacturer must conform to such requirements.

**3.4.5** The Contractor shall furnish sufficient forces, construction plans and equipment, and shall work such hours, including night shifts and overtime operation, as may be necessary to insure the execution of the Work in accordance with the approved progress schedule. If the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve the progress by increasing the number of shifts, overtime operations, days of work and the amount of construction plans, all without additional cost to the Owner. Failure of the contractor to comply with the requirements under this provision shall be grounds for determination by the Architect that the Contractor is not executing the Work with such diligence as will insure completion within the time specified and such failure constitutes a substantial violation of the conditions of the Agreement. Upon such determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separable part thereof, in accordance with Article 14 of the General Conditions, or may withhold further payments as indicated in Article 9.5.1

## **3.5 WARRANTY**

**3.5.1** The Contractor warrants to the Owner and Architect 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 Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**3.5.2** The Contractor shall and does hereby guarantee the Work and shall remedy any defects due to faulty materials or workmanship which appear within one (1) year, unless a longer period is specified in the Contract Documents.

### **3.6 TAXES**

**3.6.1** The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

**3.6.2** Although the Owner is not subject to the Florida Sales and Use Tax on purchases, the Contractor in purchasing materials to be used in the construction under this project is not exempt from such taxes.

### **3.7 PERMITS, FEES AND NOTICES**

**3.7.1** The Owner shall issue at its expense, the building permit required under current Florida Building Code. The Contractor shall secure and pay for right-of-way utilization permits, and any other permits and governmental fees, licenses and inspections which are customarily secured after execution of the Contract and necessary for proper execution and completion of the Work.

**3.7.1.1** Prior to placing any utility into service, the Contractor shall submit application and forward all supporting documentation and test results that are necessary in obtaining such utility clearance. The Contractor shall be responsible for any regulatory fines that may be imposed should a utility be placed into service without the proper clearance. The Contractor shall ensure the clearances are obtained in a timely manner such that the Work is completed per the contract requirements and schedule, and substantial completion dates achieved.

**3.7.1.2** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

**3.7.3** 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 Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

**3.7.4** 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 Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

**3.7.5** All construction shall be in accordance with the editions of codes currently adopted by Leon County Schools.

### **3.8 ALLOWANCES**

**3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contract makes reasonable objection.

**3.8.2** Unless otherwise provided in the Contract Documents:

**3.8.2.1** materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;

**3.8.2.2** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**3.8.2.3** contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;



**3.8.2.4** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual cost and the allowances under Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

### **3.9 SUPERINTENDENT**

**3.9.1** The Contractor shall employ and keep at the site of the work during its progress a competent and thoroughly experienced superintendent capable of handling all phases of the project. The Superintendent shall have any necessary assistants, foremen and timekeepers required by the scope of this project, and shall be acceptable to the Architect **and Owner**, and shall not be changed or transferred unless approved by the Architect **and Owner**, or ceases to be in the employ of the Contractor. If the Contractor must replace the Superintendent for any reason between "Notice-to-Proceed" and final Architect's certification of completion of the work, then the Contractor shall: Notify Architect **and Owner** that the existing Superintendent will be leaving the job on (date) and that all job work shall cease after said date until a satisfactory replacement Superintendent is found, approved by Architect **and Owner**, and physically present on the site properly authorized and briefed by Contractor.

**3.9.2** The Superintendent shall represent the Contractor in the Contractor's absence and all directions given to the Superintendent shall be as binding as if given to the Contractor. Major and important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

**3.9.3** The Contractor shall submit to the Architect **and Owner** the name and resume of the proposed superintendent for the Contractor at the pre-construction conference to allow investigation by Architect **and Owner**.

**3.9.4** The Contractor shall give efficient supervision to the work, using the best skill and attention. The Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall report at once to the Architect any error, inconsistency or omission which is discovered but shall not be held responsible for their existence or discovery. The Superintendent shall be in attendance on the job a minimum of six (6) hours per working day from "Notice-to-Proceed" continuously through final approval of the work by the Architect. No work shall be allowed to transpire on the site unless the Superintendent is in attendance at the site.

### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**3.10.1** The contractor shall furnish, not later than fifteen (15) days after receipt of "Notice-to-Proceed", a CPM schedule showing the expected times of completion of the various stages of work on this project. The schedule shall be a C.P.M. (Critical Path Method) chart. The work headings therein shall correspond generally with the headings listed in the Contractor's Schedule of Values. Refer to Division 1 - General Requirements. Final times of completion in the schedule shall not exceed the completion date required by the contract Documents. During progress of the work the Contractor shall enter on the schedule that Actual progress at the end of each month, and shall deliver two (2) copies to the Architect along with the Contractor's pay request. Contractor's pay request will not be processed until receipt and review of monthly updated CPM Chart. The schedule shall be cost loaded and be considered in submitting and approving, all progress payments.

**3.10.2** The Contractor shall prepare as provided herein and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals. The schedule shall be drawn to a time scale and shall indicate the date of commencement and completion of each work item. At a minimum, the schedule shall indicate individual work items for each applicable section of the Specifications, further subdivided as necessary to indicate sitework and each building in the Project. The items shown shall be directly related to the items listed in the approved Schedule of Values required in Paragraph 9.2. The schedule shall indicate the anticipated percentage of completion for the entire work for each payment period during the construction. The schedule shall indicate adequate time for approval of submittal data, purchase and delivery of materials, equipment testing and

acceptance. The schedule shall be accompanied by sufficient backup data to indicate that the proposed schedule is practical. The schedule shall be prepared on one or more sheets 30 by 42 inches.

**3.10.3** The Contractor shall conform to the most recent schedules. The schedule shall be revised to reflect modifications by Change Order when such changes affect the overall schedule and approved changes in the schedule. The schedule shall be displayed in the Contractor's field office and progress shall be posted on this schedule.

**3.10.4** The Progress Schedule shall be submitted as follows:

**3.10.4.1** within fifteen (15) days after Notice to Proceed, the Contractor shall prepare a preliminary progress schedule (in five (5) copies) and meet with the Architect for the purpose of discussion and review.

**3.10.4.2** within thirty (30) days of the award of the Contract, the Contractor shall have reworked the schedule to reflect the comments of the Architect and the requirements of the Project, and shall submit five (5) copies of the revised schedule. The Architect will not approve for payment any billing or invoice submitted by the Contractor until such time as the 'Progress Schedule' and the 'Schedule of Values' have been properly submitted to the Architect.

**3.10.4.3** each time a revision to the schedule is authorized the Contractor shall submit five (5) copies of the revised schedule.

**3.10.4.4** with each application for payments, the Contractor shall submit two (2) copies of the revised progress schedule. These copies shall have all work on or ahead of schedule marked in red. The application for payment will be returned, 'rejected' when not accompanied by the required revised 'Progress Schedule' and 'Schedule of Values'.

### **3.11 DOCUMENTS AND SAMPLES AT THE SITE**

**3.11.1** The Contractor shall maintain at the site for the Owner one record copy of the drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

**3.11.1.1** This record set shall be in addition to the Drawings and Specifications used by the Contractor and its employees for normal reference during construction.

**3.11.1.2** The Contractor shall clearly label each document 'Project Record' and in addition to changes (1) Mark drawings to indicate exact location of concealed utilities and appurtenances relative to permanent accessible features of structures, or survey data; (2) Mark each section of the specifications to identify manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

**3.11.1.3** The Contractor shall deliver the marked record set of Drawings to the Architect with a letter certifying that the changes made to the drawings are complete, correct and fully checked. The Architect will not approve final payment until this has been accomplished.

**3.11.1.4** In addition to the above, the Contractor shall transfer all record changes, addenda and notes on to CAD (latest release) compact disk(s) media and generate a set of each drawing sheet in portable document format (.PDF). Each CAD and PDF sheet shall also be identified as 'PROJECT RECORD'. The files will be labeled such that the sheet number is included in the file label. The PDF files will be generated directly from the CAD files and not scanned from print media. The Contractor shall provide at the Contractor's expense two complete sets of bond prints and specifications made from the CAD project record drawings. The CAD and .PDF file disks and the two sets of prints shall be delivered to the Owner upon completion of the Work.

**3.11.2** A copy of Toxic Substance and accompanying MSDS Lists submitted by both the Contractor and Subcontractors to the Owner, must be kept at the site during the duration of construction.

### **3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Sub Contractor. Sub-subContractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**3.12.3** Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7.

**3.12.5** The Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

**3.12.5.1** Shop Drawings and samples shall be dated and contain: name of project; project No.; description or names of equipment, materials and items; and complete identification of locations at which materials or equipment are to be installed. If the shop drawings do not conform completely with the requirements of the Contract Documents, such nonconformance shall be specifically noted on the face of the drawings. Submission of Shop Drawings and samples shall be accompanied by transmittal letter, containing project name, Contractor's name, number of drawings and samples, titles and other pertinent data.

**3.12.5.2** Unless otherwise specified, the number of Shop Drawings and the number of samples which the Contractor shall submit and, if necessary, resubmit, is the number that the Contractor requires to be retained for the Contractor's use plus 2 which will be retained by the Architect.

**3.12.5.3** All shop drawings for any Architectural, structural, mechanical or electrical work must be submitted to, and reviewed by, the Architect. The Contractor represents and warrants that all shop drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the shop drawing is prepared and, if required by the Architect or applicable law, by a licensed engineer.

**3.12.6** The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Architect. Such Work shall be in accordance with reviewed submittals.

**3.12.7** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**3.12.8** The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review of Shop Drawings, Product data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing independently of the submittal package of such deviation at the time of submittal and the Architect has given written approval to the specific

deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals.

**3.12.10** Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.

### **3.13 USE OF SITE**

**3.13.1** 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.

**3.13.2** Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

**3.13.3** The Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

**3.13.4** Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and building adjacent to the site of the Work or (2) the Building in the event of partial occupancy, as more specifically described in Paragraph 9.9.

**3.13.5** Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, but not limited to, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the building, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulation to be impracticable, setting forth the problem of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulation.

**3.13.6** The Contractor acknowledges the possibility that the Owner may occupy existing facilities on-site during construction. The Contractor shall take all steps necessary to avoid disruption, isolate and separate Work activities, and avoid adversely impacting Owner's use of facilities during construction.

### **3.14 CUTTING AND PATCHING**

**3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate Contractors by cutting, patching or otherwise altering such construction, or by excavation by the Owner or a separate Contractor except with written consent of the Owner and of

such separate Contractor, such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.15 CLEANING UP**

**3.15.1** The Contractor shall keep the interior, premises and surrounding area free from accumulation of dust, waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

**3.15.2** The Contractor shall keep the interiors of the project building(s) free of stored or unattended combustible materials

**3.15.3** 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.

### **3.16 ACCESS TO WORK**

**3.16.1** The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

**3.16.2** The authorized representatives and agents of the Architect, the Owner and such other persons as the Owner may designate, shall have access to and be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records wherever they are in preparation and progress. The contractor shall provide proper facilities for such access, inspection and, when required, exact duplicate copies of the aforementioned data shall be furnished.

### **3.17 ROYALTIES AND PATENTS**

**3.17.1** The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **3.18 INDEMNIFICATION**

**3.18.1** The CONTRACTOR shall defend, indemnify and hold harmless OWNER, its agents, employees, elected officers and representatives from liabilities, damages, penalties, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

**3.18.2** In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. In addition, compliance with insurance requirement shall not relieve the Contractor of its responsibility to indemnify the Owner, nor shall the indemnification obligation be negated or reduced by virtue of an insurance carrier's denial or coverage or refusal to defend.

**3.18.3** The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation of approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 ARCHITECT**

**4.1.1** 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.

**4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**4.1.3** In case of termination of employment of the Architect, the Owner shall appoint an Architect whose status under the Contract Documents shall be that of the former Architect.

#### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

**4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect 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.

**4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an Architect, the Architect will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

**4.2.3** The Architect 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 3.3. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not 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.

**4.2.4** Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate Contractors shall be through the Owner.

**4.2.5** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificate for Payment in such

amounts.

**4.2.6** The Architect or Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the work.

**4.2.7** The Architect will review or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken within fifteen (15) days as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's acceptance of a specific item shall not indicate approval of an assembly of which the item is a component.

**4.2.8** The Architect will prepare and issue to the Contractor Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

**4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will certify the Contractor's final Application for Payment upon compliance with the requirements of the Contract Documents.

**4.2.10** The Owner and Architect may provide one or more Project representatives.

**4.2.11** The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fifteen (15) days after written request is made for them.

**4.2.12** Interpretations and decisions of the Architect 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 Architect 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.

### **4.3 CLAIMS AND DISPUTES**

**4.3.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term 'Claim' also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

**4.3.1.1** All written Claims must specifically detail all facts and issues substantiating the claim, including all costs and expenses incurred.

**4.3.2 Decision of Architect.** Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.4. A decision by the Architect, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 4.4.4 within 30 days after the Claim is made, (4) forty-five (45) days have passed after the Claim has been referred to the Architect or (5) the Claim relates to a mechanic's lien.

**4.3.3 Time Limits on Claims.** Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice and include all facts and detailed cost data substantiating the Claim. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

**4.3.4 Continuing Contract Performance.** Pending final resolution of a Claim including litigation, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**4.3.5 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 twenty-one (21) days after first observance of the conditions. The Architect will promptly 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. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect 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 twenty-one (21) days after the Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

**4.3.5.1** No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, test, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

#### **4.3.6 Claims for Additional Cost**

**4.3.6.1** 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 arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds. Claim shall be filed in accordance with the procedure established herein.



**4.3.6.2** All claims as provided for in Paragraph 4.3.6 shall be made by specific written notice and shall detail all facts and issues substantiating the claim including all costs and expenses incurred or to be incurred.

#### **4.3.7 Claims for Additional Time**

**4.3.7.1** If the Contractor wishes to make Claim for any increase in the Contract Time, specific written notice as defined in Paragraph 4.3.3 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.

**4.3.7.2** 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 and that the conditions of 8.3.1.1 have been met as measured against the most recent Progress Schedule.

**4.3.8 Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.3.7 or 4.3.8.

**4.3.8.1** The written notice required by Paragraph 4.3.8 shall be defined in Paragraphs 4.3.1 and 4.3.1.1.

#### **4.4 RESOLUTION OF CLAIMS AND DISPUTES**

**4.4.1** The Architect will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Architect expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

**4.4.2** If a Claim has been resolved, the Architect will obtain, prepare and issue appropriate documentation.

**4.4.3** If a Claim has not been resolved, the party making the Claim shall, within ten (10) days after the Architect's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Architect, (2) modify the initial Claim or (3) notify the Architect that the initial Claim stands.

**4.4.4** If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days, which decision shall be final and binding on the parties. Upon expiration of such time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

#### **4.5 ARBITRATION**

**4.5.1 Controversies and Claims Subject to Arbitration.** The Contractor and the Owner shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference herein to arbitration is deemed void.

## **ARTICLE 5 SUBCONTRACTORS**

### **5.1 DEFINITIONS**

**5.1.1** A Subcontractor is a person or entity who 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 a separate Contractor or Subcontractors of a separate Contractor.

**5.1.2** A Sub-subcontractor is a person or entity who 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 AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**5.2.1** The Contractor shall submit to the Owner a list of Subcontractors proposed for the Work per Specifications, Section 00430 – Coordination. Subcontractors listed in the bid shall not be replaced without good cause. The Contractor shall indemnify and save harmless the Owner and its agents from the claims of any Subcontractors who allege that the Contractor replaced them without first establishing good cause to justify such a replacement.

**5.2.1.2** Notwithstanding anything contained herein to the contrary, the Owner and Architect shall maintain the right to require the Contractor to replace a Subcontractor with which the Owner or Architect has reasonable objection.

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

**5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contract Sum shall be increased by the lesser of the following: (1) the difference between the subcontract amount proposed by the person or entity recommended by the Contractor and the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Architect; (2) the amount by which the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Architect exceeds the amount set forth in the Schedule of Values which is applicable to the Work covered by such subcontract. 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.

**5.2.4** The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objections to such change.

### **5.3 SUB CONTRACTUAL RELATIONS**

**5.3.1** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the 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 and Architect 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. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-Subcontractors. 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, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

5.4.1.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

5.4.1.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

**5.4.2** If the Work in connection with a subcontract has been suspended for more than thirty (30) days after termination of the contract by the Owner pursuant to Paragraph 14.2 and the Owner chooses to accept assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension beyond the thirty (30) day period.

**5.4.3** Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment

### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

#### **6.1 OWNERS RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts including Subcontractors currently on the Project 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.

**6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term 'Contractor' in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate Contractors and the Owner until subsequently revised.

**6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or other entities, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

## **6.2 MUTUAL RESPONSIBILITY**

**6.2.1** The Contractor shall afford the Owner and separate 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.

**6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect 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 acknowledgement that the Owner's or separate Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**6.2.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

**6.2.4** The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate Contractors as provided in Subparagraph 10.2.5.

**6.2.5** Claims and other disputes and matters in question between the Contractor and a separate Contractor shall be subject to the provisions of Paragraph 4.3 provided the separate Contractor has reciprocal obligations.

**6.2.6** The Owner and each separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

## **6.3 OWNER'S RIGHT TO CLEAN UP**

**6.3.1** If a dispute arises among the Contractor, separate Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Architect determines to be just.

# **ARTICLE 7 CHANGES IN THE WORK**

## **7.1 CHANGES**

**7.1.1** 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 this Article 7 and elsewhere in the Contract Documents.

**7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

**7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change

Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and Paragraph 9.7.2, a change in the Contract Sum or the contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, no express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment of the Work, shall be the basis of claim to any increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

**7.1.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. Unit prices shall include all overheads and profit.

**7.1.5** In Subparagraph 7.1.3 the allowance for all home and field office overhead and profit combined, included in the total cost to the Owner, shall be limited to the following schedule:

**7.1.5.1** For the Contractor, for work performed by the Contractor's own forces, ten (10%) percent of the cost for the work.

**7.1.5.2** For the Contractor, for work performed by the Contractor's Subcontractor (at any tier), five (5%) percent of the amount due the Subcontractor.

**7.1.5.3** For each Subcontractor who performs work with its own forces, ten (10%) percent.

**7.1.5.4** For each Subcontractor not performing work with its own forces, five (5%) percent.

**7.1.6** The cost of the bond premium will be based upon the amount listed in the contract bonds received from the Surety. Costs associated with extended overhead will not be allowed.

**7.1.7** Cost shall be limited to the following: Bond premiums, cost of materials, including sales tax (in effect at time of change order) and cost of delivery, cost of labor and fringe benefits, including Social Security, Old Age and Unemployment Insurance (labor cost may include a pro rate share of foreman's time only in case an extension of Contract Time is granted on account of the change); Workmen's Compensation Insurance; rental value of power tools and equipment

**7.1.8** All costs associated with off-site project management and administration, accounting, estimating, and related items shall be included in the applicable percentage for overhead and profit referenced above.

**5.1.9** Overhead shall include the following: Supervision, superintendence, wage of time keepers, watchmen and clerks, small tools incidentals, general office expense and all other expenses not included in "cost".

**7.1.10** All quotations and proposals shall be in sufficient detail and itemization of labor, materials and equipment to allow the Owner to verify the reasonableness of the costs proposed. Subcontractors' and Sub-subContractors' quotes, at all tiers, shall be disclosed on their company's particular letterhead or quote form and signed by an officer of that company.

## **7.2 CHANGE ORDERS**

**7.2.1** a Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

**7.2.1.1** a change in the Work;

**7.2.1.2** the amount of the adjustment in the Contract Sum, if any; and

**7.2.1.3** the extent of the adjustment in the Contract Time, if any

**7.2.2** methods used in determining adjustments to the Contract Sum may include those listed in subparagraph 7.3.3.

**7.2.3** Agreement on any Change Order shall constitute a final settlement and full accord and satisfaction of all matters relating to the change directly or indirectly changed or unchanged in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

**7.3.1** A Construction Change Directive is written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusting accordingly.

**7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The Contractor, pursuant to the terms of Article 7.3 shall upon receipt of a Construction Change Directive proceed without delay with the change in the work governed by the Construction Change Directive. However, notwithstanding anything contained within this contract to the contrary, the Owner shall not be required to make payment to the Contractor for the work covered by the Construction Change Directive until such time as the terms of the Construction Change Directive have been finalized and incorporated into an executed Change Order.

**7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

**7.3.3.1** mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

**7.3.3.2** unit prices stated in the Contract Documents or subsequently agreed upon;

**7.3.3.3** cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

**7.3.3.4** as provided in Subparagraph 7.3.6.

**7.3.4** Upon receipt of a Construction Change Directive, the Contractor shall proceed without delay with the change in the Work involved and immediately in writing advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the contract sum or contract Time.

**7.3.5** A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall become effective only upon execution of a Change Order.

**7.3.6** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an allowance for overhead and profit as specified in Paragraph

**7.1.5** In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as

the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

**7.3.6.1** costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;

**7.3.6.2** costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

**7.3.6.3** rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

**7.3.6.4** costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

**7.3.7** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with, respect to that change.

**7.3.8** If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination.

**7.3.9** When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

## **7.4 MINOR CHANGES IN THE WORK**

**7.4.1** The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders without delay.

## **ARTICLE 8 TIME**

### **8.1 DEFINITIONS**

**8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**8.1.2** The date of commencement of the Work is the date established in the Notice to Proceed, issued by the Owner. The date shall not be postponed by the failure to act of the Contractor or persons or entities for whom the Contractor is responsible.

**8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

**8.1.4** The term 'day' as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## **8.2 PROGRESS AND COMPLETION**

**8.2.1** 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 of performing the Work.

**8.2.2** 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 interests.

**8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial completion within the contract time.

**8.2.4** When the Contractor proposes to schedule work on Saturdays and Sundays or legal holidays, written notification shall be given to the Architect and Owner within forty-eight (48) hours prior to that date.

**8.2.4.1** The Contractor shall furnish adequate forces, construction plant, and equipment, and shall work such hours, including night shifts, overtime operations, and Sunday and holiday work as may be necessary to insure the prosecution of the work in accordance with the approved Progress Schedule and updates. If the Contractor falls behind progress required in the Progress Schedule, the Contractor shall take such steps as may be necessary to improve its programs, and the Owner may require the Contractor to increase the number of shifts and/or overtime operations, day of work and/or the amount of construction plant, all without additional cost to the Owner under this Contract. Failure of the Contractor to comply with this provision shall be grounds for termination of the Contract by the Owner in accordance with Paragraph 14.2. Direction from the Architect or Owner under this provision shall not be construed by the Contractor as acceleration.

## **8.3 DELAYS AND EXTENSIONS OF TIME**

**8.3.1** If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other caused beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Architect determines may justify delay, the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion with the contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the contract time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the contract Time will be permitted for a delay only to the extent such delay (1) is not caused, or could not have been anticipated, by the Contractor, or (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay and (3) is of a duration not less than one (1) day.

**8.3.1.1** Weather, which hinders or prevents work, is not a basis for a time extension unless it surpasses in severity the weather reasonably to be expected in the locality at the particular time of the year. If the contractor files timely notice that he was delayed by weather sufficiently severe as to entitle Contractor to additional time, Contractor should furnish promptly, a statement of the portion of the work affected, an explanation as to the reasons work was prevented or hindered by the weather if not readily apparent, the dates on which such portions of work were affected, the total number of days the job in its entirety was delayed, and other information such as official weather bureau climatological data for a ten year period, local weather bureau data, job daily records, etc. Time extensions due to adverse weather shall not be allowed after the Contract Substantial Completion date. Construction time is based on Local Average weather conditions. Requests for time extensions due to adverse weather, shall be considered only for and equal to the number of "rain days" in excess of the ten year mean average number of days for any given time period as shown by the the US National Oceanic and Atmospheric Administration, National Climatic Data Center, Ashville, North



Carolina for Tallahassee, Florida. The mean number of "rain days" for a month is as shown on the "U.S. Summary Report" under the heading "Number of days -- Precipitation .01 inch or more". If current rainfall is less than average, the contract time will not be shortened. Extension of time requests due to adverse weather shall be submitted within twenty (20) days after adverse weather. The Contractor shall submit the referenced climatological summary data immediately upon its availability and shall show how the time extension request corresponds with the climatological data.

**8.3.1.2** Extension of time will be granted only to the extent that equitable time adjustments for activity or activities affected exceed the total float or slack associated with those activities at the time the direction to proceed was issued for the change. The Contractor acknowledges and agrees that delays in activities which do not affect any milestone completion dates shown on the network at the time of delay shall not be a basis for granting a time extension.

**8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

**8.3.3** If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the work prior to any completion date required by the Contract Documents or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

**8.3.4** Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Paragraph 8.3.1. shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this Paragraph 8.3.4 as Delays) whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

**8.3.5** Failure to complete the Project within the time fixed in this Agreement or Construction Documents will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty within the time fixed or within such further time, the Contractor shall pay to the Owner as Liquidated Damages for such delay, and not as a penalty, an amount stipulated in the Construction Documents. These Liquidated Damages shall be payable in addition to any expenses or costs payable by the Contractor to the Owner under the provisions of the Contract Documents and shall not exclude the recovery of damages of the Owner under the Contract Documents. The Contractor shall pay to the Owner as Liquidated Damages for such delay, and not as a penalty, **Five Hundred Dollars (\$500.00)** for each and every calendar day elapsing between the date fixed for Substantial Completion and the date such Substantial Completion shall have been fully accomplished. It is also hereby agreed that if after **thirty (30)** calendar days after Substantial Completion this Project is not fully and finally completed in accordance with the requirements of the Contract Documents, the Contractor shall pay to the Owner as Liquidated Damages, and not as a penalty, for such delay, one-fourth (1/4) of the rate previously stated. These Liquidated Damages shall be payable in addition to any expenses or costs payable by the Contractor to the Owner under the provisions of the Contract Documents and shall not exclude the recovery damages of the Owner under the Contract Documents. This provision of Liquidated Damages for delay shall in no manner affect the Owner's right to terminate the Contract. The Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay Liquidated Damages. It is further agreed that the Owner may deduct from the balance of the Contract Sum held by the Owner the Liquidated Damages stipulated herein, or such portions as said balance will cover.

**8.3.6** The Contractor agrees to make no claim for damages for delay in the performance of the contract occasioned by any act or omission of the Owner or any of its agents or representatives, or because of any injunction which may be brought against the Owner and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work as provided herein.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.1 CONTRACT SUM**

**9.1.1** 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**

**9.2.1** Upon full execution of the agreement, the Contractor shall submit to the Architect 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 Architect may require. This schedule, when approved by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. No subsequent pay requests will be approved until contractor has submitted an acceptable schedule of values.

**9.2.2** The work items listed in the Schedule of Values shall relate directly to the items in the Progress Schedule required in Subparagraph 3.10.1. The Schedule of Values shall be arranged to conform to CSI Master Format for Divisions and Sections, with each item containing overhead and profit. The Contractor and each Subcontractor shall prepare a trade payment breakdown for the Work for which each is responsible, such breakdown being submitted on a uniform standardized form approved by the Architect and Owner. The form shall be divided in detail sufficient to exhibit areas, floors and/or sections of the Work, and/or by convenient units and shall be updated as required by either the Owner or the Architect as necessary to reflect (1) description of Work (listing labor and material separately), (2) Total value, (3) percent of the Work completed to date, (4) value of Work completed to date, (5) percent of previous amount billed, (6) previous amount billed, (7) current percent completed, and (8) value of Work completed to date. Any trade breakdown which fails to include sufficient detail, is unbalanced or exhibits 'front-loading' of the value of the Work shall be rejected. If trade breakdown had been initially approved and subsequently used, but later found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

### **9.3 APPLICATIONS FOR PAYMENT**

**9.3.1** At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Document.

**9.3.1.1** Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

**9.3.1.2** Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

**9.3.1.3** a current Contractor's waiver and release duly executed and acknowledged sworn statement showing all Subcontractors and materialmen with whom the Contractor has entered into subcontracts, the

amount of each subcontract, the amount requested for any Subcontractor and materialmen in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all such Subcontractors and materialmen;

**9.3.1.4** duly executed waivers of mechanics' and materialmen's liens from all Subcontractors in the form as prescribed in Section 713.20(4), Florida Statutes and, when appropriate, from materialmen and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and

**9.3.1.5** all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Architect.

**9.3.1.6** Contractor has reviewed the construction on the Project and certifies that the Work has progressed to the point indicated, and Contractor further certifies that to the best of its knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor for work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due. Contractor specifically represents and certifies to Owner that there are no claims for additional compensation or damages with respect to the Work as of the date of this Certification, except for those identified below. Notwithstanding anything to the contrary, the payment by the Owner to the Contractor shall not relieve Contractor of its duty to perform the Work in accordance with the Contract Documents; provided, however, Contractor assumes no responsibility for the Architects duty to design the Project. Contractor will use its best efforts to obtain from each Subcontractor who performs Work covered by the Application for Payment a certification to Owner with language similar to that of Contractor.

**9.3.1.7** These submissions of a pay application signed by the Contractor shall constitute the Contractor's certification that all undisputed invoices and amounts due to suppliers and Subcontractors have been paid by the Contractor.

**9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. At the Owner's discretion, partial payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon by the Architect and Owner 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.

**9.3.2.1** The aggregate cost of materials stored off site shall not exceed \$100,000 at any time without the prior written approval by the Owner.

**9.3.2.2** Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and the Owner's Construction Lender, including, without limitation, recorded financing statements, UCC filings and UCC searches.

**9.3.2.3** With each Application for Payment, the Contractor shall submit to the Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than the total value thereof.

**9.3.2.4** The consent of any surety shall be obtained by the Contractor to the extent required prior to payment of any materials stored off the Project site.

**9.3.2.5** Representatives of the Owner shall have the right to make inspections of the storage areas at any time.

**9.3.2.6** Such materials shall be protected from diversion, destruction, theft and damage, specifically

marked for Project use and segregated from other materials at the storage facility.

**9.3.3** 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 favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **9.4 CERTIFICATES FOR PAYMENT**

**9.4.1** The Architect will, within three (3) **business** days after receipt of the Contractor's proper application for payment, either issue to the Owner a certificate for payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in subparagraph 9.5.1.

**9.4.1.1** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the contract Sum.

**9.4.2** If the Contractor has submitted a timely and proper application for payment in accordance with this article, payment may be expected with **twenty-five (25) business** days of the receipt of the approved proper application. Payment for a proper application reducing or releasing retainage may exceed this duration

#### **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**9.5.1** The Architect may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect deems is proper and is able to make such representations to the Owner. The Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss because of:

**9.5.1.1** defective Work not remedied;

**9.5.1.2** third party and notices of non-payment claims filed or reasonable evidence indicating probable filing of such claims;

**9.5.1.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

**9.5.1.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract

Sum;

**9.5.1.5** damage to the Owner or another Contractor;

**9.5.1.6** reasonable evidence that the Work will not be completed within the contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

**9.5.1.7** persistent failure to carry out the Work or administrative requirement in accordance with the Contract Documents.

**9.5.2** When the above reasons for withholding certification are remedied by the Contractor, certification will be made for amounts previously withheld.

## **9.6 PROGRESS PAYMENTS**

**9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided.

**9.6.1.1** The Owner shall withhold retainage from each progress payment an amount equal to ten (10%) of the progress payment, until 50% completion. After 50% completion, the Owner shall reduce the retainage withheld to five percent (5%) the amount of retainage held from each progress payment.

**9.6.2** The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by similar agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

**9.6.3** The Architect or Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor as reflected in the Contractor's Schedule of Values.

**9.6.4** Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

**9.6.5** Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

**9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of work not in accordance with the Contract Documents.

## **9.7 FAILURE OF PAYMENT**

**9.7.1** If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within three (3) **business** days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within twenty-five (25) days after receipt, except as provided in Paragraph 9.4.3 the amount certified by the Architect then the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect, 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 costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

**9.7.2** If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to

correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the contract Sum by an amount equal to that which the Owner is entitled.

## **9.8 SUBSTANTIAL COMPLETION**

**9.8.1** 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 and as certified by the Architect so the Owner can occupy or utilize the Work for its intended use.

**9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect 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. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, complete or correct such item. As a result of the inspection, the Architect may generate an additional list of items to be completed or corrected. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, 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 which shall identify all non-conforming, defective and incomplete Work and establish the date of commencement of warranties in connection with any such Work. 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.

**9.8.3** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting approved adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

**9.8.4** The contractor shall submit at substantial completion, three (3) copies of a certificate from each manufacturer's technical representatives that all Plumbing, HVAC and Electrical equipment and material have been installed properly and that all warranties and guarantees will be valid.

## **9.9 PARTIAL OCCUPANCY OR USE**

**9.9.1** 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 under Subparagraph 11.3.11 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. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect 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.

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

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

**9.10.1** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

**9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and the Owner approves, (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 otherwise 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 cancelled 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 claim. If such claim 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 claim, including all costs and reasonable attorneys' fees.

**9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**9.10.3.1** The Contractor and all subcontractors shall submit final releases of payment in consideration of final payment by the Owner. Final releases shall accompany the application for payment for which the release applies and shall be in the exact form as listed in Specifications.

**9.10.4** 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. Such waivers shall be in addition to the waiver described in Subparagraph 4.3.5.

**9.10.5** Notwithstanding any other provisions of the Contract Documents, no final payment or release of the retainage will be due to the Contractor until final acceptance of the work by Owner, Architect and final acceptance inspection and approval of the Department of Education. Final Payment shall be made after this date.

**9.10.6** Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of

the responsibility for negligence, defects of manufacturer, faulty materials, or workmanship to the extent within the period provided by law; and upon written notice that they shall remedy any defects due thereto and pay all expenses for any damages to other work resulting therefrom.

**9.10.7** The Owner will suffer damages if the Project is not substantially and finally complete on the dates set forth in the Contract Documents. The Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the Sums hereinafter stipulated as fixed, agreed as liquidated damages for each calendar day of delay until the Work is Substantially and Finally Complete. The Owner and Contractor agree that the daily sum fixed herein as liquidated damages is not to be construed as a penalty, but instead is the parties' best estimate as to the daily damages which the Owner will incur at the time of execution of the Contract. The assessment of liquidated damages alone shall not be the sole basis in determining whether or not the contract was properly completed on time, and the Owner shall weigh, at the Owner's sole discretion, such assessment against other mitigating factors that are beyond the contractor's control.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising *and documenting* all safety precautions and programs in connection with the performance of the Contract.

**10.1.2** Unless provided elsewhere in the Contract Documents, in the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall be resumed: (1) upon written notification by the Owner that no asbestos or polychlorinated biphenyl (PCB) is present, or (2) when the Owner confirms in writing that the presence of asbestos or polychlorinated biphenyl (PCB) and has been rendered harmless.

**10.1.3** The Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB) mitigation.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

**10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

**10.2.1.1** employees on the Work and other persons who may be affected thereby;

**10.2.1.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, whether Contractor or Owner furnished, and under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

**10.2.1.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**10.2.2** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The contractor shall comply with all applicable provisions of the Workmen's Compensation Law, specifically, Chapter 440.56, Safety Rules and Provisions and the various safety codes or regulations adopted by the Florida Department of Commerce and the State of Florida. The Contractor shall be familiar with each of these documents and designate a safety officer to be responsible for compliance with these safety provisions.

**10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the



Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities.

**10.2.4** When use or storage of explosives or other 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. When use or storage of explosives or other hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice.

**10.2.5** The Contractor shall promptly remedy damage and loss to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

**10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**10.2.7** The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

**10.2.8** When all or portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work, as necessary, from damage by any cause.

**10.2.9** The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage.

**10.2.10** The Contractor and all subcontractor personnel working on-site shall comply with Sections 1012.465, 1012.467, and 1012.468, Florida Statutes and Leon County School Board Policy 8475 (Jessica Lunsford Act).

**10.2.11** In accordance with National Emission Standards For Hazardous Air Pollutants (NESHAPS), 40 CFR Part 61, Subpart M and other guidance materials relating to asbestos regulations, the Contractor shall provide required notice to Florida Department of Environmental Protection prior to the start of any renovation involving existing asbestos containing building materials. Similar notice shall be sent for a demolition project even if no asbestos containing material is present in the facility

### **10.3 EMERGENCIES**

**10.3.1** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S INSURANCE**

**11.1.1** The Contractor shall, at its sole expense, maintain in effect at all times during the performance of Work, insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to Owner. The Contractor shall deliver to Owner no later than ten (10) days after award of this

Agreement but, in any event, prior to execution of this Agreement by Owner and prior to commencing Work on the Project, Certificates of Insurance, IDENTIFIED ON THEIR FACES AS TO PROJECT NAME AND THIS AGREEMENT NUMBER TO WHICH APPLICABLE, as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificates shall provide that no less than thirty (30) days advance notice will be given in writing to Owner prior to cancellation, termination or material alteration of said policies or insurance. The subject Certificates and other evidence are subject to the review and approval by the Owner as to form and substance

**11.1.2** The Contractor shall purchase and maintain, at its sole cost and expense, in a company or companies to which the Owner has no reasonable objection, insurance for protection from claims which may arise out of or result from the Contractor's operations under this Agreement for Construction, whether such operations by itself or by any subcontractor, sub-subcontractor or materialman, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable in the amounts and for the coverages required in this Article. Contractor shall not allow any subcontractor to commence work on the Project until such subcontractor has obtained the same insurance coverages and limits as required of Contractor herein.

**11.1.3** All insurance shall be carried in companies satisfactory to Owner, shall name Owner as additional insured. Contractor shall not commence the Work under this Agreement until it has obtained all insurance required hereunder and true copies of policies evidencing such insurance have been submitted to and approved by Owner.

**11.1.4** The insurance required under this Section shall include the following coverage and limits in the following categories, amounts and detail:

**11.1.4.1** Worker's Compensation and Employers' Liability Insurance for all employees at the Project, as follows:

**11.1.4.1.1** Coverage A (Worker's Compensation) – Statutory Limits

**11.1.4.1.2** Coverage B (Employers' Liability) – One Million and No/100 U.S. Dollars (\$1,000,000.00) each accident

**11.1.4.1.2.1** Broad Form All States Endorsement

**11.1.4.1.2.2** Voluntary Compensation Endorsement

**11.1.4.2** Commercial General Liability Insurance, on an "occurrence" basis, including:

**11.1.4.2.1** Bodily injury and Property Liability

**11.1.4.2.1.1** One Million and No/100 U.S. Dollars (\$1,000,000.00) each occurrence

**11.1.4.2.1.2** Two Million and No/100 U.S. Dollars (\$2,000,000.00) for aggregate-products and completed operations

**11.1.4.2.1.3** Two Million and No/100 U.S. Dollars (\$2,000,000.00) general aggregate (General Aggregate Limit specified above is warranted to be unimpaired by either payment of final claims or amounts reserved for pending claims as of the date of this Agreement. Separate Primary Limits of Insurance with Two Million and No/100 U.S. Dollars (\$2,000,000.00) General Aggregate Limit [other than products completed operations] will be maintained solely for this Project

- 11.1.4.2.2** These Commercial General Liability Policies shall include the following coverages:
- 11.1.4.2.2.1** Premises – Operations Liability
- 11.1.4.2.2.2** Independent Contractors Liability (to cover Contractor's liability arising out of the Work performed by its subcontractors).
- 11.1.4.2.2.3** Blanket Contractual Liability Insurance (including Completed Operations).
- 11.1.4.2.2.4** Personal Injury Liability Insurance (with employee and contractual exclusions removed).
- 11.1.4.2.2.5** Broad Form Property Damage Liability Insurance (including completed operations).
- 11.1.4.2.2.6** Railroad Protective Liability Insurance.
- 11.1.4.3** Comprehensive Automobile Liability Insurance covering allowed, hired or non-owned vehicles including the loading or unloading thereof – One Million and No/100 U.S. Dollars (\$1,000,000.00) each accident
- 11.1.4.4** Umbrella Liability Insurance covering all operations of the Contractor:
- 11.1.4.4.1** One Million and No/100 U.S. Dollars (\$1,000,000.00) each occurrence.
- 11.1.4.4.2** Two Million and No/100 U.S. Dollars (\$2,000,000.00) aggregate.
- 11.1.4.4.3** List Leon County School Board as "Additional Insured" to General Liability Insurance.
- 11.1.5 Indemnification Rider:** The Construction Manager at Risk's Liability Policy should provide a "Hold Harmless" rider to cover provisions include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Contract.

## **11.2 PROPERTY INSURANCE**

**11.2.1** Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Florida, 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. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the Property required by this Paragraph 11.2 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

**11.2.1.1** Property insurance shall be on an all-risk replacement value policy form and shall insure against the perils of fire, storm, sinkhole, flood and wind damage extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's services and expenses required as a result of such insured loss. The form of policy for this coverage shall be the full insurable value of the Work.

**11.2.1.2** Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

### **11.3 DEDUCTIBLES**

**11.3.2.1** The Contractor shall pay all deductibles for all insurance coverages in Article 11, with the exception of Articles 11.4.

**11.3.2.2** The Contractor shall be responsible for all costs which are less than the deductible amounts.

**11.3.3** The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Owner's exercise of this power.

**11.3.4** Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### **11.4 OWNER'S LIABILITY INSURANCE**

**11.4.1** 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 which 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.

### **11.5 PERFORMANCE BOND AND PAYMENT BOND**

**11.5.1** The Contractor shall 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. The amount of each bond shall be equal to one hundred percent (100%) of the Contract sum.

**11.5.2** The Contractor shall furnish Payment and Performance Bonds as required by Section 255.05, Florida Statutes and Section 1013.47 Florida Statutes.

**11.5.3** The form of the Performance and Payment Bonds shall be as prescribed in Section 255.05, Florida Statutes. The original bond documents shall be recorded with the Clerk of the Court in the public records of Leon County, Florida, and two (2) certified copies of the recorded documents shall be provided to the Owner.

**11.5.4** Contractor's Bonds shall be issued by a surety licensed to conduct business in the State of Florida, and shall be rated "A-" or better by Best Insurance Rating Guide and appear in the current list of Sureties published by the U.S. Department of Treasury.

**11.5.5** The Surety will include on the bond form the cost of the Performance and Payment Bond.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **12.1 UNCOVERING OF WORK**

**12.1.1** If a portion of the Work is covered contrary to the Architect's or Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect or Owner's observation and be replaced at the Contractor's expense without change in the contract Time.

**12.1.2** If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the Architect 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 a separate Contractor in which event the Owner shall be responsible for payment of such costs.

## **12.2 CORRECTION OF WORK**

**12.2.1** The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Final 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 compensation for the Architect's services and expenses made necessary thereby. If prior to the date of Final Completion, the Contractor, a Subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other mechanical device, the Contractor shall cause such item to be restored to 'like new' condition at no expense to the Owner.

**12.2.2** If, within one year after the date of Substantial completion of the Work or designated portion thereof, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the contract. The Owner shall give such notice promptly after discovery of the condition. Nothing in this paragraph shall be construed to limit or reduce the Contractor's warranty obligations under Paragraph 3.5.

**12.2.2.1** The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property caused by the defective Work.

**12.2.2.2** Upon completion of any Work under or pursuant to this Paragraph 12.1, the one (1) year correcting period in connection with the Work requiring correction shall be renewed and recommence.

**12.2.3** The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**12.2.4** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**12.2.5** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

**12.2.6** Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the

Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work

### **12.3 ACCEPTANCE OF NONCONFORMING WORK**

**12.3.1** If the Owner prefers to accept work which is 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, or prompt payment of damages remitted to the Owner. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **13.1 GOVERNING LAW**

**13.1.1** The contract shall be governed by the law of the State of Florida. The sole and exclusive venue for initiating any legal proceeding concerning the terms of the contract or the Work performed pursuant thereto shall be in the appropriate state court in Leon County, Florida.

### **13.2 SUCCESSORS AND ASSIGNS**

**13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns 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 or in part, 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**

**13.3.1** 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 giving notice.

### **13.4 RIGHTS AND REMEDIES**

**13.4.1** Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**13.4.2** No action or failure to act by the Owner, Architect 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.

### **13.5 TESTS AND INSPECTIONS**

**13.5.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be required. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections or approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded. The Contractor shall not obligate the

Owner for costs without the Architect's approval.

**13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect will upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear such costs except as provided in subparagraph 13.5.3.

**13.5.3** If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Contractor. **13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**13.5.5** If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**13.5.6** Owner to notify Contractor of selected testing company. All tests, except those performed exclusively for the Contractor's convenience, shall be paid by the Owner; however, the Contractor must notify and/or coordinate with the testing firms with proper notification to the Owner. Any retests made necessary by the Contractor's failure to perform to the specs in the specifications, these costs shall be paid by the Contractor.

## **13.6 INTEREST**

**13.6.1** Notwithstanding the contractor's compliance with the claim or dispute resolution terms of this contract and Section 715.12, Florida Statutes, the contractor shall not be entitled to any interest on payments which may be due and unpaid by the owner; nor shall the contractor be entitled to any prejudgments interest on any damages awarded to the contractor in any civil action or on any arbitration award, even if the owner is found to have breached the contract.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

**14.1.1** The Contractor may terminate the contract if the work is stopped for a period of sixty (60) consecutive days through no act or 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:

**14.1.1.1** issuance of an order of a court or other public authority having jurisdiction;

**14.1.1.2** an act of government, such as a declaration of national emergency, making material unavailable;

**14.1.2** If one of the above reasons exists, the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect, 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 only for such executed work.

**14.1.3** If the Work is stopped for a period of sixty (60) days or if repeated suspensions, delays or interruptions

by the Owner as described in Paragraph 14.3 constitute in the aggregate the lesser of an amount to the Contract Time or one hundred twenty (120) days in any one (1) year period 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 (7) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

## **14.2 TERMINATION BY THE OWNER**

**14.2.1** The Owner may terminate the contract if the Contractor:

**14.2.1.1** refuses or fails to supply enough properly skilled workers or proper materials;

**14.2.1.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

**14.2.1.3** disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

**14.2.1.4** is guilty of substantial breach of a provision of the Contract Document;

**14.2.1.5** breaches any warranty made by the Contractor under or pursuant to the Contract Documents;

**14.2.1.6** fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

**14.2.1.7** fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.

**14.2.2** When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

**14.2.2.1** take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

**14.2.2.2** accept assignment of subcontracts pursuant to Paragraph 5.4; and

**14.2.2.3** finish the Work by whatever reasonable method the Owner may deem to be in the Owner's best interest.

**14.2.3** When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses, and any legal 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 be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

## **14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**14.3.1** 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.



**14.3.2** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**ARTICLE 15  
SMALL BUSINESS DEVELOPMENT**

**15.1** The Construction Manager shall comply with the Owner's Small Business Development Office program requirements. *LCSB Small Business Development Office.* [www.leonschools.net](http://www.leonschools.net/District%20Depts/Small%20Business%20Development/SBDO%20website/242) <District Depts> <Small Business Development> SBDO website: <http://www.leonschools.net/Domain/242> .

**ARTICLE 16  
EQUAL OPPORTUNITY**

**16.1** The Contractor shall maintain policies of employment as follows:

**16.1.1** The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action shall include employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

**16.1.2** The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age

**ARTICLE 17  
WAIVER OF TRIAL BY JURY**

**17.1** The parties herein expressly agree that in the event litigation between the parties ensues concerning the enforcement of this Contract, that they hereby voluntarily waive all rights to trial by jury of any such litigation, and instead agree to have any and all such disputes tried before a judge as the sole finder of fact.

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## **SECTION J**

### **INSURANCE CERTIFICATIONS – GENERAL:**

#### **CONTRACTORS INSURANCE CERTIFICATIONS:**

Certifications are required for compliance with LCS General Conditions for Contractor's Liability, which is included within this document under Article 11 in the LCS General Conditions.

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## **SECTION K**

### **CONTRACT DOCUMENTS**

#### **COMPONENT PARTS:**

The Contract Documents shall consist of the following component parts.

#### **Bidding requirements:**

Advertisement to Bid.

Instructions to Bidders.

Contractor's Bid as accepted by the Owner.

Bid Bond.

Forms to be submitted are as follows:

A – Affidavit

B - LCSB Sworn Statement –Contract/Public Entity Crime Law

C -- Conflict of Interest Disclosure

D – Prohibition Against Contingency Fees

E - Debarment Form

F – Affidavit for Claiming Local Purchasing Preference (LCS Policy 6450)

#### **Contract Forms:**

Acceptable Surety Companies.

Payment Bond.

Performance Bond.

Contract Agreement.

Addenda.

Change Orders to Contract Agreements.

#### **General Conditions:**

LCS General Conditions.

Certificates of Insurance (COI)

#### **Technical Specifications:**

#### **Construction Drawings:**

#### **INTENT:**

The Contract Documents shall be complementary to each other and what is called for by one shall be as binding as if called for by all.

The Specifications are divided into headings for the convenience of the Contractor. The Contractor, however, shall be held to the furnishing of a complete building, facility, etc., according to the meaning and intent of the Contract Documents, whether all of the items involved under any trade are mentioned in one or several places or can be reasonably inferred.

#### **PRECEDENCE:**

In the event that any provisions of the component parts of the Contract Documents conflicts with any provision of any other component part, the provisions of the Contract Agreement shall govern including the LCS General Conditions.

Should the Drawings and Specifications conflict on any point the work shall be done according to the Specification; should the details and schedules shown on the Drawings conflict on any point, the details and schedules shall prevail over the small scale plans and elevations. Should the Structural and Architectural Drawings conflict, the work shall be done in accordance with the Structural Drawings.

-

END OF SECTION K

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**SWORN STATEMENT – Exhibit A**

**SWORN STATEMENT – NEW CONTRACTS SWORN STATEMENT PURSUANT  
TO SECTION 1012.465, FLORIDA STATUTES AS AMENDED BY  
HB 1877, THE JESSICA LUNSFORD ACT**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF  
A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to The Leon County School Board, (*hereinafter “Board” or “School Board”*) by \_\_\_\_\_  
(*Print individual’s name and title*)
- for \_\_\_\_\_  
(*Print name of entity submitting sworn statement*)
- whose business address \_\_\_\_\_  
is \_\_\_\_\_
- and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
*If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.*
2. I, \_\_\_\_\_ am duly authorized to make this sworn statement  
(*Print individual’s name and title*)
- on behalf of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(*Print name of entity submitting sworn statement*)
3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (*hereinafter “The Act” or “Act”*) was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **“contractual personnel”** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass “level 2 background screening,” and further I understand the Act defines **“contractual personnel”** to include any vendor, individual, or entity under contract with the Board.
5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
6. I understand that as \_\_\_\_\_ (*eg. a charter bus company*)(*Type of entity*) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.
7. I understand that “level 2 screening requirements” as defined in sections 1012.32 and 435.04, Florida Statutes means that

fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
9. I understand that any costs and fees associated with the required background screening will be borne by my company.
10. I understand that any personnel of the respondent found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE LEON COUNTY SCHOOL BOARD, ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_ is personally known to me ☐ OR produced identification ☐

by showing \_\_\_\_\_  
(Type of Identification)

Notary Public – State of \_\_\_\_\_ My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)

## CONFLICT OF DISCLOSURE FORM – Exhibit B

1. **I HEREBY CERTIFY** that \_\_\_\_\_ am the  
(Print Name)

\_\_\_\_\_ and the duly authorized representative of the Respondent  
(Title)

whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the Respondent for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the Respondent have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;

3. This proposal is made without understanding, agreement, or connection with any corporation, Respondent, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

### EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Respondent Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by

\_\_\_\_\_ who is personally known to me or who has

produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_

(seal)

Notary Signature: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



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## PROHIBITION AGAINST CONTINGENT FEES – Exhibit C

In accordance with Florida Statute 287.055(6)(a), the following statement duly signed and notarized, must be included in each proposal:

The respondent, \_\_\_\_\_, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or respondent, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_,

who is personally known to me or who has produced \_\_\_\_\_ as identification.

(seal)

NOTARY PUBLIC-STATE OF \_\_\_\_\_

Notary Signature: \_\_\_\_\_

Type or Print name: \_\_\_\_\_

Commission No: \_\_\_\_\_

Commission Expires \_\_\_\_\_

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## Debarment Question and Answer and Debarment Form - Exhibit D

### FREQUENTLY ASKED QUESTIONS ABOUT DEBARMENT

#### What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?

These terms refer to the status of a person that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must:

- Have had a contract or grant with a federal agency, and
- Have gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

#### Why am I required to sign this certification?

You are requesting a contract with LCSB. Federal law (Executive Order 12549) requires LCSB to ensure that persons or companies that contract with LCSB are not prohibited from having federal contracts.

#### What is Executive Order 12549?

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President of the United States and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants.

#### What does the word “proposal” mean when referred to in this certification?

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to LCSB.

#### What or who is “lower tier participant”?

Lower tier participant means a person or organization that submits a proposal, enters into contracts with, or receives a grant from LCSB, OR any subcontractor of a contract with LCSB. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

#### What is a covered transaction when referred to in this certification?

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or received money from LCSB. Covered Transaction does not include mandatory entitlements and individual benefits.

NAME		DOING BUSINESS AS (DBA)	
STREET ADDRESS	CITY, STATE, ZIP CODE		FEDERAL EMPLOYER ID NUMBER
This certification is submitted as part of a request to contract. The applicable Procurement or Solicitation Number, if any, is _____			
<b>Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- -Lower Tier Covered Transactions</b>			
<b>READ CAREFULLY BEFORE SIGNING THE CERTIFICATION.</b> Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.			

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- -Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the LIST of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion- - Lower Tier Covered Transactions**

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

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

BIDDER OR CONTRACTOR SIGNATURE

DATE

PRINT NAME AND TITLE

## AFFIDAVIT FOR CLAIMING LOCAL PURCHASING PREFERENCE – EXHIBIT E

Proposer/Bidder/Quoter affirms that it is a local or adjacent county business as defined by Policy #6450 of Leon County Schools and the regulations thereto.

A Leon/adjacent county vendor is a private independent vendor that has been licensed for at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law to provide the goods, services, or construction to be purchased. The vendor must have a physical business address, staffed by at least one (1) person, in the geographical boundaries of Leon County or in the adjacent counties of Gadsden, Jefferson, or Wakulla, Florida. The vendor, on a day-to-day basis, should provide to the Board the needed goods and/or services substantially from the local business address. Post Office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

Please complete the following in support of the self-certification:

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Fax*

\_\_\_\_\_  
*Email*

County: \_\_\_\_\_ Length of time at this location: \_\_\_\_\_ # of employees at this location \_\_\_\_\_

Is your business certified as a small business through Leon County Schools? \_\_\_\_\_

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Date*

State of FLORIDA

County of \_\_\_\_\_

Sworn to and subscribed before me, a Notary Public for the above State and County, on this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*My Commission Expires*

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**SECTION L:**

**SMALL BUSINESS DEVELOPMENT PROGRAM**

The Construction Manager shall comply with the Owner's Small Business Development Office program requirements

**For information go to the Leon County School Board Website at [www.leonschools.net](http://www.leonschools.net) Select District Departments- Small Business Development – 850-922-0659**

End of Section L.



**SECTION M:**

## Technical Specifications

	<b>TECHNICAL SPECIFICATIONS</b>	
<b>SECTION</b>	<b>LCSB DIVISION 01000</b>	<b>PAGES</b>
01010	Summary of Work	01010-1 thru 3
01027	Application for Payment	01027-1 thru 3
01030	Alternates	01030-1 thru 2
01040	Coordination	01040-1 thru 5
01042	Coordination Drawings	01042-1 thru 3
01045	Cutting & Patching	01045-1 thru 5
01050	Field Engineering	01050-1 thru 4
01090	Definitions and Standards	01090-1 thru 14
01200	Project Meetings	01200-1 thru 4
01210	Procedures and Performances	01210-1 thru 3
01310	Construction Services	01310-1 thru 3
01340	Submittals	01340-1 thru 8
01370	Schedule of Values	01370-1 thru 3
01410	Special Testing & Inspection Requirements	01410-1 thru 7
01510	Temporary & Permanent Utility Connections	01510-1 thru 4
01580	Project Identification Sign	01580-1 thru 2
01590	Field Offices & Sheds & Barriers	01590-1 thru 4
01600	Material & Equipment	01600-1 thru 6
01700	Contract Closeout	01700-1 thru 9
01730	Operation & Maintenance Data	017300-1 thru 4
01740	Warranties and Bonds	01740-1 thru 2
01750	Spare Parts and Maintenance Materials	01750-1
01760	Project Photographs	01760-1
08710	Door Hardware	08710-1 thru 21

## **SECTION 01010 - SUMMARY OF WORK**

### **PART 1 - GENERAL:**

#### **1. WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work of this Contract comprises the construction of Pineview Elementary School Roof Replacement Buildings 1 and 3 Re-Roof Project.
- B. Work to be performed shall be in accordance with drawings and specifications prepared by Clemons, Rutherford and Associates, Inc.
- C. The Contractor shall lay out the work with appropriately qualified personnel from the information shown on the drawings.

#### **2. RELATED REQUIREMENTS**

- A. I. Bidding Conditions
- B. II. Contractual Conditions

#### **3. CONTRACT WORK**

The Construction base bid shall generally include, but not be limited to the following work:

#### **4. CONTRACT TIME**

All work for the building and site work shall be substantially complete **on or before August 4, 2017**.

#### **5. WORK BY OTHERS**

- A. Work on the project which will be executed prior to the start of work on this contract, and which is excluded from this contract, as follows:
  - 1. None identified at this time.

#### **6. CONTRACTOR'S USE OF PREMISES**

- A. Coordinate use of premises under direction of Architect/Engineer. Locate construction staging area as shown on the site plan.
- B. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on site.
- C. Move any stored Products, under Contractor's control, which interfere with operation of the Owner or any separate Contractor.
- D. Protect all existing site vegetation and improvements not specifically noted to be demolished.

#### **7. OWNER OCCUPANCY**

- A. Contractor shall at all times conduct his operations as to insure the safety of and least inconvenience to the students and staff of the school.
  - B. Owner may take beneficial occupancy of any portion of the new building so agreed and arranged between Owner, Contractor and Architect/Engineer.
8. OWNER - FURNISHED EQUIPMENT PRODUCTS
- Owner furnished equipment or products are planned for installation as a part of this contract and shall be provided to the Contractor upon 60 days written notice. Owner furnished items are as indicated on the drawings.
9. RIGHT OF ACCESS
- The Contractor agrees that representatives of the Owner and Architect/Engineer will have access to the work wherever it is in preparation or progress and that the Contractor will provide facilities for such access.
10. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION
- The Contractor shall be solely responsible for all applicable obligations prescribed as employer obligations under any and all governmental regulations.
11. PROTECTION OF EXISTING GROUNDS
- A. Turfs, irrigation systems, shrubbery, etc. shall be protected from any and all damage by construction vehicles or work activities. The Contractor shall be responsible for restoring same to equal or better conditions.
  - B. Trees are a valuable natural resource and shall be protected to at least their drip lines with wood fencing acceptable to the Architect/Engineer. Construction vehicles and activities shall in no case, except as specifically shown on the Contract Documents, violate the drip lines of existing trees.
  - C. The Contractor's fenced staging and construction areas may or may not include existing trees and shrubs; these shall receive protection. The entire staging and construction area shall be re-sodded as required.
  - D. In an effort to document existing grounds conditions, the Contractor shall provide a VHS video tape prior to his commencing any on site Construction Activities. Such video tape shall be delivered to the Architect/Engineer for review with the Owner at the project completion in order to evaluate and direct the Contractor as to restoration required.
  - E. Coordinate with Section 01760.
12. GROWTH MANAGEMENT REQUIREMENTS - ENVIRONMENTAL
- A. The Contractor shall comply with all requirements of the City of Tallahassee or Leon County Environmental Management Ordinance, as specifically set forth in the Owner's Environmental Management Permit.

## PART 2 - PRODUCTS

Not used.

### **PART 3 - EXECUTION**

Not used.

END OF SECTION 01010.

### **SECTION 01027 - APPLICATION FOR PAYMENT**

#### **PART 1 - GENERAL:**

##### **1. REQUIREMENTS INCLUDED**

Procedures for preparation and submittal of Application for Payment.

##### **2. RELATED REQUIREMENTS**

- A. I. Bidding Conditions
- B. II. Contractual Conditions
- C. Section 01340 - Submittals: Submission Requirements
- D. Section 01370 - Schedule of Values
- E. Section 01700 - Contract Closeout: Final Application for Payment

##### **3. FORMAT**

Application for Payment Form - AIA Standard G702.

##### **4. PREPARATION OF APPLICATIONS**

- A. Submit applications for payment to Architect in accordance with the schedule established by conditions of the Contract and agreement between Owner and Contractor.
  - 1. Type required information, or use media-driven printout.
  - 2. Execute certification by signature of authorized officer.
- B. Submit Schedule of Values for review and acceptance by the Architect/Engineer and Owner per Section 01370. Schedule of Values shall be broken down for each Work item and shall indicated both materials and labor.
- C. Use data on accepted Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed.
- D. Initial progress payment shall not be made until Contractor has established a Contractor's site office, with telephone service, and a temporary field office for the Project Representative.
- E. Prepare Application for Final Payment as specified in Section 01700.
- F. Submit Application for Payment in rough format (percentages complete) for Owner and Architect/Engineer review five (5) days prior to submittal of Application.

5. SUBMITTAL PROCEDURES

- A. Submit seven (7) copies of each Application for payment at times stipulated.
- B. Contractor shall submit to Architect/Engineer not later than the first working day of each month an application for payment completed and signed by the Contractor.

6. SUBSTANTIATING DATA

- A. When Architect/Engineer requires substantiating information, submit data justifying line item amounts in question.
- B. Submit suitable information for each copy of application with a cover letter identifying:
  - 1. Project
  - 2. Application number and date
  - 3. Detailed list of enclosures
- C. Submit one copy of data and cover letter for each copy of application.
- D. Submit with each copy of application continuation sheet providing the following:
  - 1. Fill in total list of all schedule component items of work, with item number and scheduled dollar values for each item.
  - 2. Fill in dollar value in each column for each schedule line item when work has been performed or materials stored.
  - 3. list each change order executed prior to date of submission, at the end of the continuation sheets.
- E. Submit data and applicable insurance as required by Owner to establish Owner's title to material and equipment suitably stored at the site.

The Contractor shall be responsible for all expenses of the Architect/Engineer to verify the quantity of stored materials off of the site.

PART 2 - PRODUCTS:

Not used.

PART 3 - EXECUTION:

Not used.

END OF SECTION 01027.

## **SECTION 01030 - ALTERNATES**

### **PART 1 - GENERAL:**

#### **1A DESCRIPTION OF REQUIREMENTS**

"Alternates" are defined as alternate products, materials, equipment, systems, methods, units of work or major elements of the construction which may, at Owner's option and under terms established by Instructions to Bidder, the Contract or Agreement, be selected for the work in lieu of corresponding requirements of Contract Documents. Selection may occur prior to Contract Date or may, be deferred for possible selection at a subsequent date. Alternates may or may not change scope and general character of the work substantially. Requirements of this section may be related to but must not be confused with requirements of contract documents related to "allowances", "unit prices", "change orders", "substitutions" and similar provisions.

Refer to the Contract or "Owner-Contractor Agreement" and subsequent modifications thereof (if any) for determination of which of several scheduled "alternates" herein have been accepted and therefore are in full force and effect as though included originally in the contract documents for the base bid.

Immediately following the award of Contract, prepare and distribute to each entity to be involved in performance of the work, a notification of the status of each alternate scheduled herein. Indicate which alternates have been: 1) Accepted, 2) Rejected, and 3) Deferred for consideration at a later date as indicated. Include full description of negotiated modifications to alternates, if any.

#### **1B GENERAL ALTERNATE REQUIREMENTS**

The description herein for each alternate is recognized to be incomplete and abbreviated but implies that each change must be complete for the scope of work affected. Refer to applicable specification section (Division 2 through 16) and to applicable drawings for specific requirements of the work. coordinate related work and modify surrounding work as required to properly integrate with the work of each alternate. It is recognized that descriptions of alternates are primarily scope definitions and do not necessarily detail full range of materials and processes needed to complete the work as required.

### **PART 2 - PRODUCTS:**

Not used.

### **PART 3 - EXECUTION:**

Not used.

END OF SECTION 01030.

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## **SECTION 01040 - COORDINATION**

### **PART 1 - GENERAL:**

#### **1. WORK INCLUDED**

- A. Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures of construction, and for providing adequate safety precautions and coordinating all portions of the work under the Contract Documents.
- C. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.
- D. Contractor shall be responsible for all project coordination.

#### **2. RELATED REQUIREMENTS**

- A. Section 01010 - Summary of Work
- B. I. Bidding Conditions
- C. II. Contractual Requirements
- D. Section 01200 - Project Meetings
- E. Section 01410 - Special Testing/Inspection Requirements
- F. Section 01700 - Contract Closeout

#### **3. DESCRIPTION**

- A. Coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.
  - 1. Maintain reports and records at job site:
    - a. Daily log of progress of work and other pertinent data. Maintain log accessible to Owner, Architect/Engineer and his representative.
    - b. Assemble documentation for handling of any claims or disputes which may arise.
  - 2. Inspections and Testing:
    - a. Inspect the work to assure that it is performed in accordance with the requirements of the Contract Documents.
    - b. Arrange with the Architect/Engineer and/or owner as applicable for special inspections or testing required by Section 01410 or other specification sections.
    - c. Reject work which does not conform to requirements of the Contract Documents.
- B. Coordinate sequence of work to insure proposed completion dates are met.
  - 1. Construction Schedule:
    - a. Prepare detailed schedule of Contractor's operations and for all subcontractors on the project.



- b. Monitor schedules as work progresses.
  - 1. Identify potential variances between scheduled and probable completion date.
  - 2. Recommend to Architect/Engineer any adjustments in schedule to meet required completion date.
  - 3. Provide monthly summary reports of each monitoring.
- c. Observe work to monitor compliance with schedule.
  - 1. Verify that labor and equipment are adequate to meet and maintain the schedule for the work.
  - 2. Verify that product deliveries are adequate to meet and maintain the schedule for the work.
  - 3. Report any non-compliance to Architect/Engineer, with recommendations for remedy.
  - 4. Verify that adequate services are provided to comply with requirements for work and climatic conditions.
  - 5. Verify proper maintenance and operation of temporary facilities.
  - 6. Administer traffic and parking controls for construction workers. Construction traffic shall not interfere with surrounding traffic movement.

2. Coordination of Subcontractors:

- a. Coordinate work of all subcontractors and relationship between them.
- b. Establish on-site lines of authority and communication. Schedule and conduct progress meetings among Owner and Architect/Engineer representatives and subcontractors.
- c. Ensure that specified cleaning is done during progress of the work and at completion of contract.

4. MEETINGS

In addition to progress meeting specified in Section 01200, hold coordination meetings and pre-installation conferences with personnel and subcontractors to assure coordination of work.

5. COORDINATION OF SUBMITTALS

- A. Schedule and coordinate submittals specified in Section 01340.

Administer processing of shop drawings, product data, and samples.

- B. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

1. Coordinate Testing Laboratory Services:
    - a. Notify laboratory of test schedule.
    - b. Verify that required personnel are present.
    - c. Verify that specified tests are made as scheduled.
    - d. Verify compliance of the test results with specified criteria. Determine need for retesting and submit recommendations to Architect/Engineer. Administer and pay for required retesting.
  2. Coordinate with Sub-contractors as required:
    - a. Provide temporary utilities (electric, water) required by the Subcontractors in the performance of their work.
    - b. Provide designated location where the Subcontractors may place construction debris for removal by the Contractor.
  - C. Coordinate requests for changes to assure compatibility of space, of operating elements, and effect on work of other sections.
    1. Recommend necessary of desirable changes to Architect/Engineer.
    2. Review subcontractor's requests for changes and substitutions. Submit recommendations to Architect/Engineer.
    3. Process Change Orders in accord with General Conditions and Change Order Procedures.
6. COORDINATION OF SPACE
- A. Coordinate use of Project space and sequence of installation of subcontractor work which is indicated diagrammatically on Drawings. Follow routings shown for pipes, ducts, and conduits as closely as practicable, with due allowance for available physical space; make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
  - B. In finished areas, except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.
7. INTERPRETATION OF CONTRACT DOCUMENTS
- A. Consult with Architect/Engineer to obtain interpretation or clarifications for any portions of the contract documents which are unclear or ambiguous. Transmit all requests for interpretation in writing.
  - B. Assist in the answering of any questions which may arise.
  - C. Transmit written interpretations to Sub Contractors, Suppliers and Others who's work may be affected by the clarification.
  - D. Interpretations shall be based on the Architect/Engineers review of the Contract Documents. In case of conflicting data, assumption shall be made that the item of greater

quality, cost of quantity was bid.

8. START-UP

- A. Direct the check-out of utilities, operational systems, and equipment.
- B. Assist in initial start-up and testing.
- C. Record dates of the start of the operations of systems and equipment.
- D. Submit to Architect/Engineer written notice of the beginning of warranty period for equipment put into service.

9. COORDINATION OF CONTRACT CLOSEOUT

- A. Substantial Completion:
  - 1. Coordinate completion and cleanup of work of separate sections in preparation for Substantial Completion.
  - 2. Upon determination of Substantial Completion of work or portion thereof, prepare for the Architect/Engineer a list of incomplete or unsatisfactory items.
- B. Final Completion:
  - 1. Upon determination that work is at final completion:
    - a. Submit written notice to Architect/Engineer that the work is ready for final inspection.
    - b. Secure and transmit to Architect/Engineer required closeout submittals.
  - 2. Turn over to Architect/Engineer.
    - a. Operations and maintenance data.
    - b. Spare parts and maintenance materials.
    - c. Warranties and other data as required for these specifications.
    - d. Owner file copies of all submittals, changes, etc.
- C. After Owner occupancy of premises, coordinate access to site by various sections for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- D. Assemble and coordinate closeout submittals specified.

PART 2 - PRODUCTS:

Not used.

PART 3 - EXECUTION:

Not used.

END OF SECTION 01040.

## **SECTION 01042 - COORDINATION DRAWINGS**

### **PART 1 - GENERAL:**

#### **THE WORK OF THIS CONTRACT COMPRISES:**

1. General:
  - A. Furnish all labor, materials, tools, equipment and services for all Coordination Drawings in accord with provisions of Contract Documents.
  - B. Completely coordinate with work of all other trades.
  - C. Although all such work may not be specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a complete installation.
  - D. See Division 1 for General Requirements.
2. Coordination Drawings: Overlay drawings showing all mechanical, electrical, plumbing, etc. work in and above ceilings, exposed and in mechanical, electrical and related equipment rooms with horizontal and vertical dimensions, to avoid interference with structural framing, ceilings, partitions and other services. Provide plans at 1/4" scale; provide sections/elevations at 1" scale' provide enlarged plans at 1" scale.
3. Prior to start of work in any given area, each subcontractor shall approved, in writing, all coordination drawings affecting his work in that area. Drawings shall have such approval and date of same affixed to each sheet in an approval area. Distribute copies of approved coordination to all parties.
4. Any relocations required as a result of failure to resolve interferences, provide correct Coordination Drawings, or call attention to changes require in other work shall be paid for by responsible Subcontractor.
5. Coordination meetings shall be scheduled by General Contractor. All affected subcontractors are required to attend. Since this is a Contractor meeting, should he so desire the presence of the Architect/Engineer (any or all) the costs shall be billed at their standard hourly rates plus expenses to the Contractor.

### **1A - PRODUCTION OF COORDINATION DRAWINGS**

1. General Contractor shall provide background drawings, showing partitions, ceiling heights, and structural framing locations and elevations, and existing obstructions.
2. Resolve major interferences at initial coordination meeting prior to production of any drawings.
3. General Contractor shall arrange for a competent draft person to produce all initial coordination drawings within 30 days after initial meeting. General Contractor shall arrange for production of said drawings during that time.
4. Contractors shall meet as required to resolve interferences and correct coordination drawings during their preparation. Submit written requests for information to Architect to clarify any and all conflicts.
5. Mechanical contractors and electrical contractors shall provide necessary input for the preparation of these coordination drawings.

6. No cost increase to the Owner for any changes due to coordination will be considered.
7. The Architectural and Structural Contract Documents may not be reproduced for such uses. However, the Contractor may, at his expense, purchase a set of reproducible Contract Documents to assist in the production of the Coordination Drawings.

#### 1B - AFTER APPROVAL

1. After Subcontractors' written approval of coordination drawings, the method used to resolve interferences not previously identified shall be determined by the General Contractor.
2. All changes to approved coordination drawings shall be approved in writing by the General Contractor prior to the start of work in affected areas.
3. No cost increase to the Owner for any changes due to coordination will be considered.

#### 1C - PRECEDENCE OF SERVICES

1. In the event of conflicts involving location and layout of the work following priority will be used to resolve disputes. Structure has the highest priority:
  - A. Structure/Architecture.
  - B. Ceiling grid/tile/light fixtures.
  - C. Gravity drainage/vent lines.
  - D. Ductwork.
  - E. Chilled and hot water piping.
  - F. Electrical cable tray.
  - G. Small piping and tubing/electrical conduit.
  - H. Fire protection system.
  - I. Access panels.

#### 1D - SUBMITTALS (SECTION 01340)

1. Project Data:
  - A. Six sets of prints and one set reproducible of approved drawings, for information only, to Architect/Engineer prior to start of work. An additional two sets of prints are to be provided to the Owner.
2. Project Closeout:  
Provide corrected as-builts of Coordination Drawings in same quantities as above as part of project close-out documents. Architect/Engineer to receive six sets of prints; Owner to receive reproducible and two sets of prints.

#### PART 2 - PRODUCTS

Not used.

#### PART 3 - EXECUTION

Not used.

END OF SECTION 01042.

## **SECTION 01045 - CUTTING AND PATCHING Revised Aug. 26, 2005**

### **PART 1 - GENERAL:**

#### **1A DESCRIPTION OF WORK**

1. "Cutting-and-Patching" is hereby defined to include, but is not necessarily limited to, the cutting and patching of nominally completed and previously existing work in order to accommodate the coordination of work or the installation of other work or to uncover other work for access or inspection.

Restoring or removing and replacing non-complying work is specified separately from cutting-and-patching, but may require cutting-and-patching operations as specified herein.

2. Refer to other sections of these Specifications for specific cutting-and-patching requirements and limitations applicable to individual units of work.

Refer to Division 15 and Division 16 Sections, for additional requirements and limitations on cutting-and-patching of mechanical and electrical work, respectively. The requirements of this section apply to mechanical and electrical work, unless otherwise indicated.

#### **1B QUALITY ASSURANCE**

##### **Requirements for Structural Work:**

Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity of load/deflection ratio.

Prior to cutting-and-patching the following categories of work, obtain Architect's/Engineer's written direction to proceed with cutting-and-patching as proposed in submittal by Contractor:

Structural steel.  
Bearing walls.  
Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories of work.

##### **Operational and Safety Limitations:**

1. Do not cut-and-patch operational elements and safety related components in a manner resulting in a reduction of capacities to perform in the manner intended, including energy performances, or resulting in decreased operational life, increased maintenance, or decreased safety.
2. Prior to cutting-and-patching the following categories of work and similar categories where directed, obtain Architect's/Engineer's written direction to proceed with cutting-and-patching as proposed in submittal by Contractor:

Primary operational systems and equipment Control, communication, conveying, and electrical wiring system.

##### **Visual Requirements:**

1. Do not cut and patch work which is exposed on exterior (or exposed in occupied spaces of the building) in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of cut-and-patch work both as judged solely by Architect. Remove and replace work judged by Architect/Engineer to be cut-and-patched in a visually unsatisfactory manner.

2. Engage recognized expert entities to perform cutting-and-patching of exposed work including, but not limited to:

- Roofing
- Plaster
- Stucco
- Gypsum drywall
- Acoustic ceilings

#### 1C SUBMITTALS

##### Proposals for Cutting-and-Patching:

Where prior written direction of cutting-and-patching is required, submit proposal well in advance of time work will be performed and request written direction to proceed. Include description of why cutting-and-patching can not (reasonably) be avoided, how it will be performed, products to be used, forms and tradesmen to perform the work, approximate dates of the work, and anticipated results in terms of variations from work as originally completed (structural, operational, visual and other qualities of significance). Where applicable, include cost proposal, suggested alternatives to cutting-and-patching procedure proposed, and a description of circumstances which lead to need for cutting-and-patching.

Written direction by Architect/Engineer to proceed with proposed cutting-and-patching does not waive the right to later required complete removal and replacement of work found to be cut-and-patched in an unsatisfactory manner.

#### PART 2 - PRODUCTS:

##### 2A MATERIALS

Provide materials for cutting-and-patching which will result in equal-or-better work than work being cut-and-patched, in terms of performance characteristics and including visual effect where applicable. Comply with requirements, and use materials identical with original materials where feasible and where recognized that satisfactory results can be produced thereby.

##### 2B PREPARATION

##### Temporary Support:

Provide adequate temporary support for work to be cut to prevent failure. Do not endanger other work.

##### 2C PROTECTION

1. Provide adequate protection of other work during cutting-and-patching to prevent damage and provide protection of the work from adverse weather exposure.
2. At the close of every work day all openings into secure areas and interior spaces left exposed due to cutting and patching activities shall be secured by the contractor to prevent entry or vandalism.

#### PART 3 - EXECUTION:

##### 3A CUTTING AND PATCHING

1. Employ skilled tradesmen to perform cutting-and-patching. Except as otherwise indicated, proceed with cutting-and-patching at earliest feasible time in each instance and complete work without delay.
2. Cut work by methods least likely to damage work to be retained and work adjoining. Review

proposed procedure with original Installer where possible, and comply with recommendations therefrom.

- a. In general, where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings for pipe and conduit through concrete and masonry.
  - b. Comply with requirements of applicable sections of Division 2 where cutting-and-patching requires excavating and backfilling.
3. Patch with seams which are durable and as invisible as possible. Where feasible, inspect and test patched areas to demonstrate integrity of work.
4. Restore exposed finishes of patched areas and where necessary extend finish restoration onto retained work adjoining in a manner which will eliminate evidence of patching and refinishing.
5. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch after patched area has received prime and base coats.
6. All penetrations through fire-rated construction shall be fire stopped as per NEC 300-21 using a through penetration fire-stop system (XHEZ) listed in the Underwriters Laboratory Fire Resistance Directory.

END OF SECTION 01045.



## **SECTION 01050 - FIELD ENGINEERING**

### **PART 1 - GENERAL:**

#### **1. REQUIREMENTS INCLUDED**

- A. Provide and pay for field engineering services required for project.
  - 1. Survey work required for execution of Project.
  - 2. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction schedule.
- B. Architect/Engineer and/or Owner's representative will identify existing control points and property line as indicated on the drawings.

#### **2. RELATED REQUIREMENTS**

- A. I. Bidding Conditions
- B. II. Contractual Requirements
- C. Section 01010 - "Summary of Work"

#### **3. QUALIFICATIONS OF SURVEYOR OR ENGINEER**

- A. Qualified Registered Engineer or Registered Land Surveyor registered in the state of Florida, acceptable to Contractor, Owner and Architect/Engineer.
- B. Registered professional Engineer of the discipline required for the specific service on the Project, licensed in the state of Florida.

#### **4. SURVEY REFERENCED POINTS**

- A. Existing basic horizontal and vertical control points for the Project are those designated on the drawings.
- B. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.
  - 1. Make no change or relocations without prior written notice to Architect/Engineer and Owner.
  - 2. Report to Architect/Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
  - 3. Require surveyor to replace Project Control Points which may be lost or destroyed.
    - a. Establish replacement based on original survey control.

#### **5. PROJECT SURVEY REQUIREMENTS**

- A. Establish a minimum of two permanent bench marks on site, referenced to data established by survey control points.

Record locations, with horizontal and vertical data, on Project Record Documents.

- B. Establish lines and levels, location and layout, by instrumentation and similar appropriate means:
  - 1. Site Improvements:
    - a. Stakes for grading, fill and topsoil placement.
    - b. Utility slopes and invert elevations.
  - 2. Batter boards for structures.
  - 3. Building foundation, column locations and floor levels.
  - 4. Controlling lines and levels required for mechanical and electrical trades.
- C. Verify building dimensions, layout, location on site and finish floor elevations. Notify Architect/Engineer of any discrepancies in the dimensioning on the drawings.
- D. On a monthly basis, verify layouts by same methods.

6. RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. On completion of foundation walls and major site improvements, prepare a certified survey showing all dimensions, locations, angles and elevation of construction. Provide three (3) copies and one reproducible of certified survey to Architect/Engineer for distribution.

7. SUBMITTALS

- A. Submit name and address of Surveyor and professional engineer to Architect/Engineer.
- B. On request of Architect/Engineer, submit documentation to verify accuracy of field engineering work.
- C. Submit Certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance, or nonconformance with Contract Documents.
- D. Submit six signed and sealed tie-in-surveys upon completion of the ground floor slab. Such survey shall indicated elevations and tie dimensions to existing structures.

PART 2 - PRODUCTS:

Not used.

PART 3 - EXECUTION:

Not used.

END OF SECTION 01050.

## **SECTION 01090 - DEFINITIONS AND STANDARDS**

### **PART 1 - GENERAL:**

1. RELATED DOCUMENTS: Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.
2. DEFINITIONS:
  - A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used on Contract Documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to extent not stated more explicitly in another provision of Contract Documents.
  - B. General Requirements: The provision or requirements of Division 1 section. General Requirements apply to entire work of contract and, where so indicated, to other elements which are included in project.
  - C. Indicated: The term "indicated" is a cross reference to details, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
  - D. Directed, Requested, etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Architect/Engineer", "requested by Architect/Engineer", etc. However, no such implied meaning will be interpreted to extend Architect's/Engineer's responsibility into Contractor's area of construction supervision.
  - E. Reviewed: Where used in conjunction with Architect's/Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "reviewed" will be held to limitations of Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "review" by Architect/Engineer to be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
  - F. Project Site: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on the drawings, and may or may not be identical with description of land upon which project is to be built.
  - G. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
  - H. Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at project site including unloading, storage, unpacking, assembly, erection, placing, anchoring, applying, work to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
  - I. Provide: Except as otherwise defined in greater detail, the term "provide" means furnish

and install, complete and ready for intended use, as applicable in each instance.

- J. Installer: The entity (person or firm) engaged by Contractor or its subcontractor or subcontractor for performance or a particular unit or work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.
- K. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.
- L. Owner Furnished - Contractor Installed: Equipment or components of a system that are purchased by the Owner and furnished to the Contractor for installation in the project. The Contractor shall receive, store, protect, install, connect and test each time unless otherwise indicated.
- M. Contractor Furnished - Contractor Installed: Equipment or components of a system that are purchased, furnished, and installed by the Contractor.
- N. Owner Furnished - Owner Installed: Equipment or components of a system that are purchased, furnished and installed by the Owner or his vendors.

3. FORMAT AND SPECIFICATION EXPLANATIONS:

- A. Specification Production: None of these explanations will be interpreted to modify substance of requirements. Portions of these specifications have been produced by Architect's/Engineer's standard methods of editing master specifications, and may contain minor deviations from traditional writing formats. Such deviations are a normal result to this production technique, and no other meaning will be implied or permitted.
- B. Format Explanation: The format of principal portions of these specifications can be described as follows; although other portions may not fully comply and no particular significance will be attached to such compliance or noncompliance.

- 1. Sections and Divisions: For convenience, basic unit of specification text is a "section", each unit of which is named and numbered. These are organized into related families of sections, and various families of sections are organized into "divisions", which are recognized as the present industry consensus on uniform organization and sequencing of specifications. The section title is not intended to limit meaning or content of section, not to be fully descriptive or requirements specified therein, not to be an integral part of text.

Each section of specifications has been subdivided into 3 (or less) "parts" for uniformity and convenience (Part 1 - General, Part 2 - Products, and Part 3 - Execution). These do not limit the meaning or and are not an integral part of text which specifies requirements.

- 2. Underscoring: used strictly to assist reader of specification text in scanning text for key words in content (for quick recall). No emphasis on or relative importance of text is intended where underscoring is used.
- 3. Imperative Language: Used generally in specifications. Except as otherwise indicated requirements expressed imperatively are to be performed by the Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by

the Contractor, or when so noted, by others.

4. **Section Numbering:** Used to facilitate cross-references in Contract Documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification section on Contract Documents.
  5. **Page Numbering:** Numbered independently for each section' recorded in listing of sections (Index or Table of Contents) in Project Manual. Section number is shown with page number at top right of each page, to facilitate location of text in Project Manual.
- C. **Specification Content:** Because of methods by which this project specification has been produced, certain general characteristics of content, and conventions in use of language are explained as follows:
1. **Specifying Methods:** The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.
  2. **Overlapping and Conflicting Requirements:** Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels or quality, most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless specifically detailed language written into contract documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect/Engineer for a decision before proceeding.
    - a. **Contractor's Options:** Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether specifically indicated as such.
  3. **Minimum Quality/Quantity:** In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect/Engineer for decision before proceeding.
  4. **Specialists; Assignments:** In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specified unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire

set of requirements remains with Contractor.

5. Trades: Except as otherwise indicated, the use of title such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized trades person of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by trades persons of that corresponding generic name.
6. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual work abbreviations of self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirement with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated.

Singular works will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract Documents so indicates.

D. Drawing Symbols:

General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.

M/E Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE, supplemented by more specific symbols where appropriate as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to Architect/Engineer for clarification before proceeding.

E. Industry Standards:

1. General Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of contract Documents) as if published copies were bound herewith.
  - a. Referenced Standards: (referenced directly in Contract Documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.
  - b. Non-referenced standards are hereby defined to have not particular applicability to the work, except as a general measurement of whether work complies with standards recognized in construction industry.
2. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with the latest edition of the standard in effect as of date of Contract Documents.
3. Copies of Standards: Provide as needed for proper performance of the work; obtain directly from publication sources. Architect/Engineer may specifically required the Contractor to obtain copies of certain standards.

4. Abbreviations and names: The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents.

AA	Aluminum Association 818 Connecticut Avenue NW; Washington, D.C. 20006; 202/862-5100
AAMA	Architectural Aluminum Manufacturers Association 35 E. Wacker Dr.; Chicago, IL 60601; 312/782-8256
AAN	American Association of Nurserymen 230 Southern Bldg.; Washington, D.C. 20005; 202/737-4060
AASHTO	American Association of State Highway & Transportation Officials 444 N. Capital; Washington, D.C. 20001; 202/624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215; Research Triangle Park, N.C. 27709; 919/549-8141
ACI	American Concrete Institute P.O. Box 19150; Detroit, MI 48219; 313/532-2600
ACIL	American Council of Independent Laboratories 1725 K Street, NW; Washington, D.C.; 20006; 202/659-3766
ADC	Air Diffusion Council 230 N. Michigan Avenue; Chicago, IL 60601; 312/372-9800
AGA	American Gas Association 1515 Wilson Blvd.; Arlington, VA 22209; 703/841-8400
AI	Asphalt Institute Asphalt Institute Building; College Park, MD 20740; 301/277-4258
AIA	American Institute of Architects 1735 New York Avenue, NW; Washington, D.C. 20006; 202/626-7474
A.I.A.	American Insurance Company 85 John Street; New York, NY 10038; 212/699-0400
AISC	American Institute of Steel Construction 400 North Michigan Avenue; Chicago, IL 60611; 312/670-2400
AISI	American Iron and Steel Institute 1000 16th Street, NW; Washington, D.C. 20036; 202/452-7100
AITC	American Institute of Timber Construction 333 W. Hampden Avenue

	Englewood, Colorado 80110; 303/761-3212
AMCA	Air Movement and Control Association 30 W. University Dr. Arlington Heights, IL 60004;312/394-0150
ANSI	American National Standards Institute 1430 Broadway New York, New York 10018; 212/354-3300
APA	American Plywood Association Post Office Box 11700 Tacoma, Washington 98411;206/565-6600
ARI	Air Conditioning & Refrigeration Institute 1815 North Fort Myer Dr. Arlington, Virginia 22209;703/524-8800
ASC	Adhesive and Sealant Council 1600 Wilson Boulevard Arlington, Virginia 22209;703/841-1112
ASHRAE	American Society of Heating, Refrigeration & Air-Conditioning Engineers 1791 Tullie Circle, NE Atlanta, Georgia 30329; 404/636-8400
ASME	American Society of Plumbing Engineers 345 E. 47th Street New York, New York 10017; 212/644-7722
ASPE	American Society of Plumbing Engineers 15233 Ventura Boulevard Sherman Oaks, California 91403;213/783-4845
ASSE	American Society of Sanitary Engineering Post Office Box 9712 Bay Village, Ohio 44140; 216/835-3040
ASTM	American Society for Testing and Material 1916 Race Street Philadelphia, PA 19103; 215/299-5400
AWI	Architectural Woodwork Institute 2310 South Walter Reed Dr. Arlington, Virginia 22206; 703/671-9100
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, Maryland 20014; 301/652-2109
AWPB	American Wood-Preservers Bureau 2772 South Randolph Street Arlington, Virginia 22206; 703/931-8180



AWS	American Welding Society 550 LeJune Road Miami, Florida 33135; 305/642-7090
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, Colorado 80235; 303/794-7711
BHMA	Builder's Hardware Manufacturer's Association (c/o TGAM) 60 East 42nd St. Rm. 1807 New York, New York 10017; 212/682-8142
BIA	Brick Institute of America 1750 Old Meadow Rd. McLean, Virginia 22101; 703/893-4010
CDA	Copper Development Association 405 Lexington Avenue New York, New York 10017; 212/953-7300
CE	Corps of Engineers (U.S. Dept. of the Army) Washington, D.C. 20315
CISPI	Cast Iron Soil Pipe Institute 1499 ChainBridge Rd. McLean, Virginia 22101; 703/827-9177
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street Chicago, Illinois 60601; 312/372-5059
CS	Commercial Standard of NBS (U.S. Dept. of Commerce) Government Printing Office Washington, D.C. 20402
DHI	Door and Hardware Institute 1815 N. Ft. Meyer Dr. Arlington, Virginia 22209; 703/527-2060
EIA	Electronic Industries Association 2001 Eye Street, NW Washington, D.C. 20006; 202/457-4900
FAA	Federal Aviation Administration (U.S. Dept. of Transportation) 800 Independence Avenue, SW Washington, D.C. 20590
FCC	Federal Communications Commission 1919 M Street, NW Washington, D.C. 20554; 202/632-7000
FCI	Fluid Controls Institute Post Office Box 3854 Tequesta, Florida 33458; 407/746-6466

FGMA	Flat Glass Marketing Association 3310 Harrison Topeka, Kansas 66611; 913/266-7013
FHA	Federal Housing Administration (U.S. Dept. of HUD) 451 7th Street, SW Washington, D.C. 20201
FM	Factory Mutual Engineering Corp. 1151 Boston-Providene Turnpike Norwood, MA 02062; 617/762-4300
FS	Federal Specification (General Services Administration) Building 197, Washington Navy Yard, SE Washington, D.C. 20407
FTI	Facing Tile Institute Box 8880 Canton, Ohio 44711; 216/488-1211
GA	Gypsum Association 1603 Orrington Avenue Evanston, Illinois 60201; 312/491-1744
HPMA	Hardwood Plywood Manufacturers Association Post Office Box 2789 Reston, Virginia 22090; 703/435-2900
IES	Illuminating Engineering Society of North America 345 E. 47th Street New York, New York 10017; 212/644-7926
ILI	Indiana Limestone Institute of America Stone City Bank Building Bedford, Indiana 47421; 812/275-4426
IRI	Industrial Rick Insurers 85 Woodland Street Hartford, CT 06102; 203/525-2601
MCAA	Mechanical Contractors Association of America 5530 Wisconsin Avenue Washington, D.C. 20015; 202/654-7960
MIA	Marble Institute of America 33505 State Street Farmington, MI 48024; 313/476-5558
MIL	Military Standardization Documents (U.S. Dept. of Defense) Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
MLSFA	Metal Lath/Steel Framing Association 221 N. LaSalle Street Chicago, IL 60601; 312/346-1600

MSS	Manufacturers Standardization Society of the Valve and Fittings Industry 5203 Leesburg Pike Falls Church, Virginia 22041; 702/998-7996
NAAMM	The National Association of Architectural Metal Manufacturers 221 N. LaSalle Street Chicago, Illinois 60601; 312/346-1600
NAPF	National Association of Plastic Fabricators 1701 N. Street, NW Washington, D.C. 20036; 202/656-8874
NBGOA	National Building Granite Quarries Association 202 South Third Avenue Cold Spring, MN 55107
NBS	National Bureau of Standards (U.S. Dept. of Commerce) Gaithersburg, Maryland 20834
NCMA	National Concrete Masonry Association Post Office Box 781 Herndon, Virginia 22070; 703/435-4900
NEC	National Electric Code (by NFPA)
NECA	National Electric Contractors Association 7315 Wisconsin Avenue Washington, D.C. 20014; 202/657-3110
NEII	National Elevator Industry, Inc. 600 Third Avenue New York, New York 10016; 212/986-1545
NEMA	National Electrical Manufacturers Association 2101 L Street, NW Washington, D.C. 20037; 202/457-8400
NFPA	National Fire Protection Association 470 Atlantic Avenue Boston, MA 02210; 617/482-8755
N.F.P.A.	National Forest Products Association 1619 Massachusetts Avenue, NW Washington, D.C. 20036; 202/797-5800
NHLA	National Hardwood Lumber Association Post Office Box 34518 Memphis, Tennessee 38104; 901/377-1818
NPA	National Particleboard Association 2306 Perkins Place Silver Spring, Maryland 20910; 301/587-2204

NRCA	National Roofing Contractors Association One O'Hare Center 6250 River Road Rosemont, Illinois 60018; 312/318-6722
NSF	National Sanitation Foundation 3475 Plymouth Rd. Ann Arbor, Michigan 48106; 313/769-8010
NSSEA	National School Supply & Equipment Association 1500 Wilson Boulevard Arlington, Virginia 22209; 703/524-8819
NTMA	The National Terrazzo and Mosaic Association 3166 Des Plains Avenue Des Plains, Illinois 60018; 312/635-7744
NWMA	National Wood Manufacturer's Association 205 W. Touhy Avenue Park Ridge, Illinois 60068; 312/823-6747
OSHA	Occupational Safety Health Administration (U.S. Dept. of Labor) Government Printing Office Washington, D.C. 20402
PCI	Prestressed Concrete Institute 20 N. Wacker Dr. Chicago, Illinois 60606; 312/346-4071
PDI	Plumbing and Draining Institute 5342 Boulevard Place Indianapolis, Indiana 46208; 317/251-5298
PEI	Porcelain Enamel Institute 1911 N. Fort Myer Arlington, Virginia 22209; 703/527-5257
PS	Product Standard of NBS (U.S. Dept. of Commerce) Government Printing Office Washington, D.C. 20402
RFCI	Resilient Floor Covering Institute 1030 15th Street, NW Washington, D.C. 20005; 202/833-2635
RIS	Redwood Inspection Service (Grading Rules) 627 Montgomery San Francisco, California 94111
SAMAS	Scientific Apparatus Makers Association 1101 16th Street, NW Washington, D.C. 20036; 202/223-1360
SDI	Steel Deck Institute Post Office Box 3812 St. Louis, MO 63122; 314/965-1741

S.D.I.	Steel Door Institute 712 Lakewood Center, N. Cleveland, Ohio 44107; 216/226-7700
SHLMA	Southern Hardwood Lumber Manufacturers Association 805 Sterick Boulevard Memphis, Tennessee 38103; 901/525-8221
SIGMA	Sealed insulating Glass Manufacturers Association 111 E. Wacker Dr. Chicago, Illinois 60601; 312/644-6610
SJI	Steel Joist Institute 1703 Parham Rd. Richmond, Virginia 23229; 804/288-3071
SMACNA	Sheet Metal & Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, Virginia 22116
SPIB	Southern Pine Inspection Bureau (Grading Rules) 4709 Scenic Highway Pensacola, Florida 32504; 904/434-2611
SSPC	Steel Structures Painting Council 4400 5th Avenue Pgh, PA 15213; 412/578-3327
TCA	Tile Council of America Post Office Box 326 Princeton, New Jersey 08540; 609/921-7050
TIMA	Thermal Insulation Manufacturers Association 7 Kirby Plaza Mt. Kisco, New York 10549; 914/241-2284
TPI	Truss Plate Institute 100 W. Church St. Frederick, Maryland 21701; 301/694-6100
UL	Underwriters Laboratories 333 Pfingsten Rd. Northbrook, Illinois 60062; 312/272-8800
WCLIB	West Coast Lumber Inspection Bureau (Grading Rules) Post Office Box 2315 Portland, Oregon 97223; 503/649-0651
WIC	Woodwork Institute of California 1833 Broadway Fresno, California 93773; 209/233-9035

WRI	Wire Reinforcement Institute 8900 Westpark Drive McLean, Virginia 22101; 703/790-9790
WSFI	Wood and Synthetic Flooring Institute 2400 E. Devon Des Plaines, Illinois 60018; 312/635-7700
WWPA	Western Wood Products Association (Grading Rules) 1500 Yeon Building Portland, Oregon 97204; 503/224-3930
W.W.P.A.	Woven Wire Products Association 108 W. Lake Street Chicago, Illinois 60601; 312/332-6502

F. Governing Regulations/Authorities:

General: The procedure followed by Architect/Engineer has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing Contract Documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contract governing authorities directly for necessary information and decisions having a bearing on performance of the work.

G. Submittals:

Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgements, and similar documents, correspondence and records established in conjunction with compliance with records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

Not applicable.

END OF SECTION 01090.

## **SECTION 01200 - PROJECT MEETINGS**

### **PART 1 - GENERAL:**

#### **1. REQUIREMENTS INCLUDED:**

- A. Contractor shall attend a Pre-Construction meeting administered by the Architect/Engineer.
- B. Contractor shall schedule and administer monthly progress meetings and specially called meetings throughout progress of work.
  - 1. Prepare agenda for meetings.
  - 2. Distribute written agenda of each meeting four days in advance of meeting date.
  - 3. Make physical arrangements for meetings.
  - 4. Preside at meetings.
  - 5. Record the minutes; include significant proceedings and decisions.
  - 6. Reproduce and distribute copies of minutes within three days after each meeting.
    - a. To participants in the meeting.
    - b. To parties affected by decisions made at the meetings.
    - c. Furnish three copies of minutes to Architect/Engineer.
- C. Representative of Contractors, Subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- D. Owner and Architect/Engineer shall be invited to all such meetings and may attend to ascertain that Work is expedited consistent with Contract Documents and construction schedules.

#### **2. RELATED REQUIREMENTS:**

- A. I. Bidding Conditions.
- B. II. Contractual Conditions.
- C. Shop drawings, product data and samples.
- D. Section 01010 - Summary of Work
- E. Section 01040 - Coordination.

#### **3. PRECONSTRUCTION MEETING:**

- A. Location: A site designated by owner.
- B. Attendance:
  - 1. Owner's Project Manager.

2. Architect/Engineer and/or his professional consultants.
3. Contractor's Superintendent.
4. Major Subcontractors.
5. Others as Appropriate.

C. Suggested Agendum:

1. Distribution and discussion of:
  - a. List of major subcontractors and suppliers.
  - b. Projected Construction Schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination:  
Designation of responsible personnel.
5. Procedures and processing of:
  - a. Field decisions.
  - b. Proposal requests.
  - c. Submittals.
  - d. Change Orders.
  - e. Applications for Payment.
6. Adequacy of distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of Premises:
  - a. Office, work and storage areas.
  - b. Owner's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary Utilities.
11. Safety and first-aid procedures.
12. Security procedures.
13. Housekeeping procedures.



4. PROGRESS MEETINGS:

- A. Contractor shall schedule regular periodic meetings at least monthly or more often if deemed appropriate by the Architect.
- B. Hold called meetings as required by progress of work.
- C. Location of the meetings: Project field office of Contractor.
- D. Attendance:
  - 1. Owner and Architect/Engineers and his professional consultants as needed.
  - 2. Subcontractors as appropriate to the agenda.
  - 3. Suppliers as appropriate to the agenda.
  - 4. Others.
- E. Suggested Agendum:
  - 1. Review, approval of minutes of previous meetings.
  - 2. Review of work progress since previous meetings.
  - 3. Field observations, problems, conflicts.
  - 4. Problems which impeded Construction Schedule.
  - 5. Review of off-site fabrication, delivery schedule.
  - 6. Corrective measures and procedures to regain projected schedule.
  - 7. Revisions to Construction Schedule.
  - 8. Progress, schedule, during succeeding work period.
  - 9. Coordination of schedules.
  - 10. Review submittal schedules; expedite as required.
  - 11. Maintenance of quality standards.
  - 12. Pending changes and substitutions.
  - 13. Review proposed changes for:
    - a. Effect on Construction Schedule and on completion date.
    - b. Effect on other contracts of the Project.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01200.

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## **SECTION 01210 - PROCEDURES AND PERFORMANCES**

### **PART 1 - PROCEDURES**

1. Observation: The Architect and his Consulting Engineers may review all the work including Architectural, Civil, Structural, Plumbing, Electrical and Mechanical on this project.
2. Tests: Required tests on the project will be Soil Density Tests noted in Division 2, concrete cylinder and slump tests noted in Division 3 of the Contract Documents or Drawings, and others as may be deemed appropriated by the Architect/Engineer and Owner.

### **PART 2 - PERFORMANCE**

1. Measurements and Dimensions: Before ordering materials or doing work which is dependent for proper size, or installation upon coordination with building conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given any claim based on the difference between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the Architect for adjustment before any work affected thereby is begun.

### **PART 3 - EXECUTION**

Not used.

END OF SECTION 01210.

## **SECTION 01310 - CONSTRUCTION SCHEDULE**

### **PART 1 - GENERAL**

1. The progress schedule required under the General Conditions shall be prepared using the critical path method as described in the Supplementary General Conditions and herein.
  - A. The critical path schedules requirement will consist of a two-part network submittal (interim schedule, and detailed schedule), along with monthly progress status reports (Monthly Report), quarterly progress forecast reports (Quarterly Report), and monthly update to the networks and analysis. The planning, scheduling, management, and execution of the Work is the sole responsibility of the Contractor. The progress schedule requirement is established to allow Owner to review Contractor's planning, scheduling, management and execution of the work; to assist owner in evaluating work progress and make progress payments; and to allow other contractors to cooperate and coordinate their activities with those of the Contractor.
  - B. Review of the schedule of submittals shall not relieve Contractor from responsibility for any deviations from the Contract Documents unless Contractor has, in writing, submission and received written concurrence to the specific deviations, nor shall any concurrence by Owner and Architect/Engineer relieve Contractor from, responsibility for errors and omissions in the submittals.
2. INTERIM SCHEDULE SUBMITTALS
  - A. Submittal set shall include a time-scaled graphic arrow diagram, a detailed schedule of values incorporating shop drawing submittals, and interim status reports. The initial submittal shall be delivered within fourteen (14) calendar days of the effective date of the Agreement and shall use the Notice to Proceed as the data date. The submittal shall be submitted on time, be completed, comply with all contract conditions, and represent

realistic approach to the Work. No progress payments for work performed shall be made until this submittal set is submitted and accepted.

- B. The graphic arrow diagram shall show one (1) detailed activity for all work to be performed during the first 120 calendar days after Notice to Proceed, and two (2) summary activities for the remainder of the contract.
- C. Interim status reports shall be revised and submitted monthly following the initial preliminary schedule submittal, and continue through the first 120 calendar days.

### 3. DETAILED SCHEDULE SUBMITTAL

- A. Submittals shall include a time-scaled (day after Notice to Proceed) graphic arrow diagram showing all contract activities, computer printout reports, and a supporting narrative. The initial detailed schedule submittal shall be delivered within 60 calendar days after the Notice to Proceed, and shall use the Notice to Proceed as the data date. The submittal shall be on time, complete, comply with all Contract conditions, and represent a reasonable approach to the Work. No progress payments shall be made for work performed after the first 120 days of the Contract until the detailed schedule submittal is submitted and accepted.
- B. The graphic arrow diagram shall be formatted in accordance with the paragraph 2A above. The diagram shall include all detailed activities included in the interim schedule submittal grouped by major areas of work and detailed activities, as shown on the Schedule of Values.

### 4. QUARTERLY PROGRESS REPORTS

- A. Not later than 120 calendar days after the Notice to Proceed, and at three month intervals thereafter, Contractor shall submit to the Architect/Engineer, a draft Quarterly Progress Report with data as of the last day of the current pay period. Submittals of a Quarterly Progress Report shall be in lieu of the corresponding Monthly Report. Within thirty calendar days after receipt of this report, Owner, Architect/Engineer, and Contractor shall meet to discuss the draft report and reach an agreement on job progress. Job progress shall specifically include:
  - 1. Actual completion dates for activities completed during the quarterly report period, and actual start dates for activities commenced during the quarterly report period.
  - 2. Estimated start dates for activities scheduled to commence during the following quarterly report period.
  - 3. Changes in the duration of any activity and minor logic changes.
  - 4. Activities not included in the currently accepted, detailed graphic arrow diagram.
  - 5. Major changes in scope and other identifiable changes.

### 5. SUBMISSIONS

- A. Submit initial schedules within 14 days after award of Contract.
  - 1. Architect will review schedules and return review copy within 10 days after receipt.
  - 2. If required, resubmit within 7 days after return of review copy.
- B. Submit revised and/or updated progress schedules with each application for payment.

6. DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. Architect/Engineer
2. Owner's Representative
3. Subcontractors
4. Other concerned parties

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

7. COMPLIANCE

See the Supplementary General Conditions for consequences of non-compliance.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01310.

**SECTION 01340 - SUBMITTALS**

PART 1 - GENERAL

1. REQUIREMENTS INCLUDED:

Submit Shop Drawings, Product Data and Samples required by Contract Documents.

Submittals may include, but are not limited to the following:

**(A/E TO LIST ALL SECTIONS, SUBMITTALS REQUIRED BY THOSE SECTIONS AND THE PURPOSE FOR AND/OR ACTION TO BE TAKEN ON THOSE SUBMITTALS)**

2. RELATED REQUIREMENTS:

- A. Definitions and Additional Responsibilities of Parties: General Conditions of the Contract.
- B. Designate in the Construction Schedule, Application for Payments, or in a separate coordinated schedule, the dates for submission of Shop Drawings, Product Data and Samples.
- C. II Contractual Conditions

3. SHOP DRAWINGS:

- A. Drawings shall be presented in a clear and thorough manner.

Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.

- B. Shall be original drawings, prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate some portion of the work, showing fabrication, layout, setting or erection details. **DUPLICATION OF CONTRACT DOCUMENTS FOR ANY SUBMITTAL SHALL NOT BE ACCEPTABLE.**

1. Prepared by a qualified detailer.
2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
3. The contractor may, at his expense, purchase a limited set of electronic files of the Contract Documents from the Architect/Engineer to assist in the production of the Shop Drawings. The file set shall be limited to the specific area of interest to the Contractor. All fee schedules for the files shall be set by the Architect/Engineer. The Architect/Engineer reserves all rights to the files under copyright laws and reserves the right to not release any electronic files.

- C. Shop Drawing transmittal letter shall be submitted separate for each required section as provided at the end of this section. Submittal shall note any and all deviations from Contract Documents.

4. PRODUCT DATA:

A. Preparation

1. Clearly mark each copy to identify pertinent products or models.
2. Show performance characteristics and capacities.
3. Show dimensions and clearances required.
4. Show wiring or piping diagrams and controls.
5. Note deviations from Contract Documents.

B. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the work.
2. Supplement standard information to provide information specifically applicable to the work.
3. Note deviations from Contract Documents.

5. SAMPLES:

- A. Office samples shall be of sufficient size and quantity to clearly illustrate materials, equipment or workmanship, and to establish standards by which completed work is to be judged.

1. Functional characteristics of the product, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.

3. After review, samples shall be used for comparison in construction of project.
    4. Note deviations from Contract Documents.
  - B. Field samples and mock-ups.
    1. Erect at project site at location acceptable to Architect/Engineer.
    2. Construct each sample or mock-up complete, including work of all trades required in finished work.
    3. Note deviations from Contract Documents.
6. CONTRACTOR RESPONSIBILITIES:
- A. Review Shop Drawings, Product Data and Samples prior to submission.  
Check and stamp submittal with his approval.
  - B. Determine and verify:
    1. Field measurements.
    2. Field construction criteria.
    3. Catalog numbers and similar data.
    4. Conformance with specifications.
    5. Note deviations from Contract Documents.
  - C. Coordinate each submittal with requirements of the work and of the Contract Documents.
  - D. Notify the Architect/Engineer in writing, at time of submission, of his review and approval of submittal and of any deviations in the submittals from requirements of the Contract Documents.
    1. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Architects/Engineers review of submittals, unless specific deviations are called to the attention of the Architect/Engineer in writing and the Architect/Engineer gives written acceptance of specific deviations.
    2. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect's/Engineer's review of submittals.
  - E. Begin no fabrication or work which requires submittals until return of submittals with Architect/Engineer review.
  - F. Submittals not reviewed and approved by the Contractor will be rejected.
7. SUBMISSION REQUIREMENTS:
- A. Make submittals promptly in accordance with accepted schedule, and in such sequence as to cause no delay in the work or in the work of any other Contractor. Use transmittal format included herein.
  - B. Number of submittals required:

1. Shop Drawings: Submit sufficient quantity of prints of shop drawing for the Contractor's use and two (2) copies to be retained by the Architect.
2. Product Data: Submit sufficient quantity of Product Data for the Contractor's use and two (2) copies to be retained by the Architect.
3. Samples: Submit the number stated in each specification section. Provide two (2) samples if not indicated.

C. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The project title and number.
3. Contract identification.
4. The names of Contractor, Supplier and Manufacturer.
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the work or materials.
8. Identification of revisions on re-submittals.
9. Applicable Standards (such as ASTM or Federal Specification numbers).
10. An 8 inch x 3 inch blank space for contractor and Architect/Engineer or provide review status cover page.
11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

D. RE-SUBMISSION REQUIREMENTS:

- A. Make any corrections or changes in the submittals required by the Architect/Engineer and resubmit until accepted.
- B. Shop drawings and product data:
  1. Revise initial drawings of data, and resubmit as specified for the initial submittal.
  2. Cloud any change which has been made.
  3. Indicate shop drawing is being resubmitted, use Architect's/Engineer's shop drawing identification number if provided.
- C. Samples: Submit new samples if requested by Architect.



9. DISTRIBUTION

Distribute reproductions of Shop Drawings and copies of Product Data which carry the Architect/Engineer stamp of acceptance to:

1. Job site file.
2. Subcontractors.
3. Supplier or Fabricator.
4. Project close-out documents (Section 01700).

10. ARCHITECT/ENGINEER DUTIES

- A. Review submittals; allowing Architect/Engineer a period of 14 calendar days for review and return of Shop drawings.
- B. Affix stamp and initials or signature and indicate requirements for resubmittal or approval of submittal.
- C. Return submittals to Contractor for distribution of for re-submission.
- D. Forward copy of submittal for Owner's use and information. This shall not relieve contractor's requirements in other sections to provide the Owner with a complete record copy at job close-out.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

1. Shop Drawing Submittals shall be reviewed in accord with the following:
  - A. Review by Architect/Engineer of Record of submittals is for general conformance with the design concept as presented by the Contract Documents. No detailed check of quantities or dimensions will be made.
  - B. The General Contractor/Construction Manager is responsible for assuring that all submittals comply with the latest project plans, specifications, governing codes and regulations and is solely responsible for confirming all quantities, dimensions, fabrication techniques and coordinating work with all trades.
  - C. Shop drawings are to be submitted in a timely manner allowing adequate time for processing. An average submittal is reviewed by the Architect/Engineer of Record within 14 calendar days of receipt.
  - D. Submit shop drawings for specific components, such as columns, footings, etc., in their entirety. Shop drawings for similar floors shall be submitted in the same package.
  - E. All submittals are to be accompanied by a letter of transmittal. Do not combine different submittals on the same transmittal.
  - F. All shop drawings must bear evidence of the Contractor's approval prior to submitting to

the Architect/Engineer of Record.

- G. Submit quantities per Part 1; 7.B.
  - H. All changes and additions made on re-submittals must be clearly flagged and noted. The purpose of the re-submittals must be clearly noted on the letter of transmittal. Architect/Engineer of Record review is limited to those items causing the resubmission.
  - I. For criteria applicable to shop drawings requiring engineering input by a specialty engineer, see below.
  - J. Shop drawings not meeting the above criteria or submitted after fabrication will not be reviewed.
  - K. The Contract Documents are not to be reproduced for use as shop drawings.
2. Shop Drawings requiring input by Specialty Engineer shall be reviewed in accord with the following:
- A. Specialty Engineer:
    - 1. Definition - A Florida registered professional engineer, not the structural engineer of record, who specializes in and who undertakes the design of structural components or structural systems included in a specific submittal prepared for this project.
    - 2. Shall be:
      - a. An employee or officer of a fabricator.
      - b. An employee or officer of an entity supplying components to a fabricator.
      - c. An independent consultant retained by the fabricator of his supplier.
  - B. Shop Drawings requiring a specialty engineer are fabrication and erection drawings prepared for, but not limited to the following items:

Aluminum or light gage steel exterior wall systems, prefabricated steel stairs, handrails, precast concrete components, post-tensioning systems, prefabricated wood components, open web steel joists, formwork and falsework shoring and reshoring.
  - C. Submittals shall clearly identify the specific project, applicable codes, list the design criteria, and shall show all details and plans necessary for proper fabrication and installation. Calculations and shop drawings shall identify specific product utilized. Generic products will not be accepted.
  - D. Shop drawings and calculations must be prepared under the direct supervision and control of the specialty engineer.
  - E. Shop drawings and calculations require the impressed seal, date and signature of the specialty engineer. Computer printouts are an acceptable substitute for manual computations provided they are accompanied by sufficient descriptive information to permit their proper evaluation. Such descriptive information shall bear the impressed seal and signature of the specialty engineer as an indication that he has accepted responsibility for the results. Architect/Engineer of Record will retain one signed and sealed print for record.
  - F. Drawings prepared solely to serve as a guide for fabrication and installation (such as

reinforcing steel shop drawings or structural steel erection drawings) and requiring no engineering input do not require the seal of a specialty engineer.

- G. Catalog information on standard products does not required the seal of a specialty engineer.
- H. Review by the Architect and Structural Engineer of record of submittals is limited to verifying the following:
  - 1. That the specified structural submittals have been furnished.
  - 2. That the structural submittals have been signed and sealed by the specialty engineer.
  - 3. That the specialty engineer has understood the design intent and has used the specified structural criteria. (No detailed check of calculations will be made.)
  - 4. That the configuration set forth in the structural submittals is consistent with the contract documents. (No detailed check of dimensions or quantities will be made.)
- I. List of drawings shall be prepared and maintained for all shop drawings requiring participation of a specialty engineer. The list shall contain project name, name of General Contractor/Construction Manager, name of subcontractor, name of specialty engineer, drawings number, drawing title and latest revision number and date. For partial submittals, the list shall contain all anticipated drawing numbers and titles required to complete the contract. The General Contractor/Construction Manager is responsible for submitting the latest updated list of drawings with each submittal.
- J. Upon the completion of the submittal process for the project, the Contractor shall submit to the Architect/Engineer of Record a notarized affidavit stating the following:

"This is to certify that the undersigned as General Contractor/Construction Manager for the referenced project has furnished to and has received acceptance from the Architect/Engineer of Record for all structural submittals requiring participation of a specialty engineer. These submittals were prepared for work performed by the following subcontractors: (name of subcontractors)..." The final lists of shop drawings shall be attached to the affidavit.
- K. Submittals not meeting the above criteria will not be reviewed.
- L. Submit quantities per Part 1; 7.B.

END OF SECTION 01340.

## SECTION 01370 - SCHEDULE OF VALUES

### PART 1 - GENERAL

#### GENERAL REQUIREMENTS:

- A. Related requirements specified elsewhere.
  - 1. Progress Meetings: Section 01200.
  - 2. Construction Schedule: Section 01310.
- B. Submit to the Architect/Engineer a Schedule of Values, **no later than** 14 calendar days after date of Notice to Proceed.
- C. Upon request by Architect/Engineer, support values given with data that will substantiate their correctness.
- D. use Schedule of Values only as basis for Contractor's Application for Payment.

#### FORM OF SUBMITTAL:

- A. Submit Typewritten Schedule of Values on AIA form G702, and G703. Computer generated formats of this form are acceptable.
- B. Use table of Contents of this specification as a minimum basis for format for listing cost of Work. Additional breakdowns shall be as determined and required by the Architect/Engineer and Owner. Work shall be broken into labor and material costs.
- C. Identify each line item with number and title as listed in Table of Contents of this Specification.

#### PREPARING SCHEDULE OF VALUES:

- A. Itemize separate line item cost for each of the following general cost items as applicable.
  - 1. Performance and Payment Bonds.
  - 2. Field Supervision and Layout.
  - 3. General Conditions.
  - 4. Temporary Facilities and Controls.
  - 5. Other items as deemed appropriate.
  - 6. Mobilization
  - 7. De-Mobilization
- B. Itemize separate line cost for work required by each section of this Specification. Quantities should be sufficiently detailed and subdivided as necessary to describe all of the labor and materials incorporated into the work to accurately measure the Contractor's progress for periodic payments.
- C. Round off figures to nearest dollar.
- D. Make sum of total cost of all items listed in each schedule equal in total Contract Sum.

REVIEW AND RESUBMITTAL:

- A. After review by owner and Architect/Engineer, revise and resubmit Schedule of Values as required.
- B. Resubmit revised Schedule of Values in the same format.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTIONS

Not used.

END OF SECTION 01370.

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## **SECTION 01410 - SPECIAL TESTING & INSPECTION REQUIREMENTS**

### **PART 1 - GENERAL**

#### **REQUIREMENTS INCLUDED:**

Owner will employ and pay for the services of an independent testing laboratory to perform specified testing. Testing to be provided by Owner includes, but is not limited to, construction materials, soil compaction, subsurface improvements, concrete, mortar, grout, steel, roofing and HVAC test and balance.

1. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
2. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the work of the Contract.
3. RETESTS DUE TO FAILURE FOR ANY AND ALL REASONS SHALL BE AT THE EXPENSE OF THE CONTRACTOR. Costs of retests shall be recovered by deducting the costs of same from the Contract amount by Change Order.

#### **RELATED REQUIREMENTS:**

- A. General Condition of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders of approvals of public authorities.
- B. Respective sections of specifications: Certification of products.
- C. Each specification section where required: laboratory tests required, and standards for testing.

#### **LABORATORY DUTIES:**

- A. Cooperate with Architect/Engineer and Contractor; provide qualified personnel after due notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
  1. Comply with specific standards.
  2. Ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify Architect/Engineer and Contractor of observed irregularities or deficiencies of work or products.
- D. Promptly submit written report of each test and inspection; two (2) copies each to Architect/Engineer and Contractor, and one (1) copy to Owner's Representative. Each report shall include:
  1. Date issued.
  2. Project title and number.
  3. Testing Laboratory name, address and telephone number.
  4. Name and signature of laboratory inspector.
  5. Date and time of sampling or inspection.

6. Record of temperature and weather conditions.
  7. Date of test.
  8. Identification of product and specification section.
  9. Location of sample or test in the project.
  10. Type of inspection or test.
  11. Results or tests and compliance with Contract Documents.
  12. Interpretation of test results, when requested by Architect/Engineer.
- E. Perform additional tests as required by Architect/Engineer or the Owner.

LIMITATIONS OF AUTHORITY OF TESTING LABORATORY:

Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of the work.
3. Perform any duties of the Contractor.

CONTRACTOR'S RESPONSIBILITIES:

- A. **Contractors requesting inspections shall provide UBCI a minimum of 24 hour notice in written format. Inspection will not be conducted under normal circumstances on Saturdays, Sundays, or observed holidays. If required due to extenuating conditions, an inspection may be requested on these days with 3 working days written notice. The UBCI reserves the right to approve or deny such requests.**
1. The following information is to be included in ALL submitted requests:
    - Permit number
    - Job location
    - Contractor requesting inspection
    - Contact number of requesting party
    - Type of inspection requested
    - Date and time when the item will be ready for inspection
- B. Cooperate with laboratory personnel, provide access to work, or to manufacturer's operations.
- C. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- D. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes which require control by the testing laboratory.
- E. Furnish copies of Products test reports as required.
- F. Furnish incidental labor and facilities:

1. To provide access to work to be tested.
  2. To obtain and handle samples at the Project site or at the source of the product to be tested.
  3. To facilitate inspections and tests.
  4. For storage and curing of test samples.
- G. **Notify the appropriate persons sufficiently in advance (24 hr. minimum) of operations to allow for laboratory assignment of personnel and scheduling of tests.**
- When tests or inspections cannot be performed in a timely manner by no fault of the Owner after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to contractor's negligence.
- G. Make arrangements with laboratory and pay for additional samples and tests required for Contractor's convenience.
- H. Maintain a log at the site of all inspections and tests performed. The log shall indicate the date, time and type of inspection and/or test and shall be initialed by the person who performed the same.
- I. At the A/E's or UBCI's discretion, uncover any work concealed by subsequent construction that was not inspected and/or tested by the appropriate persons. The uncovering shall be performed at the Contractor's expense without change in the Contract time.

**PROJECT INSPECTION ITEMS:**

Items requiring inspection or notification by the Contractor include, but are not limited to the list below using the following key:

- A. Items for which inspection by the UBCI is mandatory.
- B. Items for which the Contractor shall provide notification. The UBCI shall inspect the item or waive the inspection or the A/E may perform the inspection in the UBCI's stead.

General:

Any inspections performed by Manufacturer's Representative for any products incorporated in the work	B
<b>Sitework:</b>	
Soil removal for over excavation	B
Soil compaction	B
Soil compaction testing	B
Subsurface preparation for all landscaping	B
Placing piles for foundations	B
<b>Concrete (Note: Each occurrence, regardless of size, requires notification):</b>	
Footings immediately prior to placing concrete (dewatered with rebar in place)	A
Concrete slabs immediately prior to placing concrete (reinforcing, vapor barrier and utilities in place)	A
Rebar placement and formwork for all structural concrete elements	A
Structural concrete placement	A



<b>Masonry (Note: Each occurrence, regardless of size, requires notification):</b>	
CMU cells with reinforcing in place prior to filling with grout	A
Placing grout in CMU cells	B
<b>Steel:</b>	
Structural steel erection	B
Testing of structural steel connections	A
Structural steel members and connections prior to concealment by subsequent construction	A
<b>Thermal &amp; Moisture Protection:</b>	
Inspect deck condition prior to commencement of roofing	A
Commencement of roof insulation installation	B
Application of roofing membrane plys (or cap sheet)	B
Installation of metal roofing	B
Inspection of finished roof by Manufacturer's Representative	A
Insulation placement prior to concealment	A
<b>Windows:</b>	
Inspection of finished installation by Window Manufacturer's Representative	B
<b>Finishes:</b>	
Metal stud walls prior to application of Gypsum Panel Products	A
"Screw Inspection" prior to commencing taping and finishing of Gypsum Panel Products	B
Installation of ceramic tile, carpet, VCT or other building finishes	B
<b>Buried Pipe:</b>	
Before insulation	A
Prior to any pour of anchors or other underground concrete over pipes, including foundations	A
Prior to backfill (Insulation Inspection)	A
Witness pressure tests	A
<b>Ductwork:</b>	
Prior to external insulation	B
Blower leak test	B
Above gypsum ceilings before ceiling installed	A
<b>Above Ground Pipe:</b>	
Prior to any concrete pour around pipe penetration	A
Prior to insulation	B
<b>Gas Pipe, Buried:</b>	
Under slab inspect before installation in sleeves	A
Inspect all gas pipe in sleeves or not, prior to burial	A
Witness pressure test	A
<b>Underground Tanks:</b>	
Inspect steel in deadmen or slabs prior to pour	A
Inspect pit and tank prior to lowering tank	B
Inspect tank and tiedown prior to backfill	A
<b>Domestic Water Pipe Below Slab:</b>	
Inspect and witness pressure test before backfill	A

<b>Electrical:</b>	
Testing of all electrical systems (intercom, clocks, power, etc.)	A
Installation of electrical conduit, wiring and equipment	B
Inspect underground conduits prior to backfilling	A

## PART 2 - PRODUCTS

Not used.

## PART 3 - EXECUTION

Not used.

END OF SECTION 01410.

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## **SECTION 01510 - TEMPORARY UTILITY CONNECTIONS**

### **PART 1 - GENERAL**

**REQUIREMENTS:** Furnish, install and maintain temporary utilities required for construction, remove on completion of work. These may include, but are not limited to, the following:

- A. Temporary lighting and power for all construction activities, including extension of temporary electrical service into building.
- B. Temporary heat and ventilation.
- C. Temporary telephone.
- D. Temporary water for construction, including all distribution systems.
- E. Temporary sanitary facilities for construction personnel.
- F. Temporary fire protection system as required by local authorities.
- G. Provide and make available for use by Subcontractors temporary light, power and water required in the performance of their Work as part of the Work of this Section.

### **RELATED REQUIREMENTS:**

- A. Section 01010, Summary of Work.
- B. Section 01590, Field Offices and Sheds.

### **REQUIREMENTS OF REGULATORY AGENCIES:**

- A. Comply with National Electric Code.
- B. Comply with Federal, State and local codes and regulations and with utility company requirements.

### **PART 2 - PRODUCTS**

**MATERIALS:** may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions and must not violate requirements of applicable codes and standards.

### **TEMPORARY ELECTRICITY AND LIGHTING:**

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used.
  - 1. Provide required disconnects, grounding, and all other devices and appurtenances required by all applicable agencies and codes, and remove same upon completion of work.
  - 2. Provide generator, if required, to obtain power required which is greater than temporary services furnished.
  - 3. Provide all required transformers, fused main switches, distribution boards, panels, but-outs, wiring and grounding, sockets, lamps, fuses and motor connections to suit all load and safety requirements.

- B. Install circuit and branch wiring, with are distribution boxes located so that power and lighting is available throughout the construction by the use of construction type power cords.
- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate for Work and for areas accessible to the public.
- D. Provide and maintain temporary feeders to permanent mechanical equipment requiring service, including ventilation, until permanent feeds are connected and energized.
- E. When directed by Architect/Engineer after permanent power has been switched over, remove those portions of temporary light and power installation which are the responsibility of the Contractor.
- F. Provide temporary site security lighting to maintain 3 fc measured minimum light level.

TEMPORARY HEAT AND VENTILATION:

- A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials and to protect materials and finishes from damage due to temperature or humidity.
- B. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity and to prevent hazardous accumulations of dust, fumes, vapors or gases.
- C. Portable heaters shall be standard acceptable units complete with controls.
- D. Pay all costs of installation, maintenance, operation and removal, and for fuel consumed.

TEMPORARY TELEPHONE SERVICE:

- A. Arrange with local telephone service company, provide direct line telephone service at the construction site for the use of personnel and employees. Service required:
  - 1. One direct line instrument in Contractor's Field Office.
  - 2. Other instruments at the option of the Contractor or as required by regulations.
  - 3. One direct line instrument in Architect/Engineer's Field Office.
- B. Pay all costs for installation, maintenance and removal and service charges for local calls. Toll charges shall be paid by the party who places the call unless preapproved by the Contractor.

TEMPORARY WATER:

- A. The Contractor shall provide water tap from existing mains for fire protection and construction purposes and pay all costs for installation, maintenance and removal. The Owner will provide the location of the source; Contractor shall provide a meter for reimbursement to the Owner of water consumed. Costs for water shall be calculated by multiplying the quantity of water used by the cost charged the Owner by the Utility Provider. The total cost shall be deducted from the Contract amount by Change Order.
- B. Install branch piping with taps located so that water is available throughout the construction by the use of hoses. Protect piping and fittings against freezing.

TEMPORARY SANITARY FACILITIES:

- A. Provide sanitary facilities in compliance with laws and regulations.
  - 1. Since no services will be available for temporary toilets, provide, maintain and remove

when directed, portable chemical toilets for construction personnel.

2. Provide quantity and location of temporary toilets as required by authorities having jurisdiction, including, but not limited to OSHA, and subject to further directions by the Engineer. Temporary toilets shall be located as accepted by the Owner and Architect/Engineer.
- B. Service, clean and maintain facilities and enclosures.
  - C. Field office trailer toilet may be provided with temporary connections into existing sanitary gravity drains.

TEMPORARY FIRE PROTECTION SYSTEM: Provide temporary fire protection systems for the project in accord with NFPA Standard #241.

### PART 3 - EXECUTION

#### GENERAL:

- A. Comply with applicable requirements specified in Division 15 Mechanical and in Division 16 Electrical.
- B. Maintain and operate systems to assure continuous service.
- C. Modify and extend systems as work progress requires.

#### REMOVAL:

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore existing facilities used for temporary services to specified, or to original condition.
- D. Restore permanent utilities used for temporary services to specified condition. Prior to Final Inspection, remove temporary lamps and install new lamps.

END OF SECTION 01510.

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## SECTION 01580 - PROJECT IDENTIFICATION SIGN

### PART 1 - GENERAL

#### REQUIREMENTS:

- A. Furnish, install and maintain project and identification signs.
- B. Allow no other signs or graphics to be displayed except those herein specified.

#### SIGN:

- A. One painted sign 4'0" high x 8'0" wide in size.
- B. Graphic design and colors:
  - 1. Layout and style of lettering shall be provided by Owner.
  - 2. Colors shall be provided by Architect.
  - 3. **Information to be displayed on sign shall be verified by Owner.**
- C. Erect on the site at a lighted location of high public visibility, adjacent to main entrance to site, as accepted by Owner and Architect/Engineer.

#### QUALITY ASSURANCE:

- A. Sign Painter: Professional experience in type of work required.
- B. Finishes, Painting: Adequate to resist weathering and fading for scheduled construction period.

### PART 2 - PRODUCTS

#### SIGN MATERIALS:

- A. Structure and framing: Shall be new wood or metal, in sound condition structurally adequate to work and suitable for specified finish.
- B. Sign Surfaces: Exterior Plywood, MDO.
  - Thickness: As required by standards to span framing members, to provide even, smooth surface without waves or buckles; minimum 3/4".
- C. Paint: Exterior quality.

### PART 3 - EXECUTION

#### PROJECT IDENTIFICATION SIGNS:

- A. Paint exposed surfaces of supports, framing and surface material; one coat of primer and one coat of exterior paint.
- B. Paint graphics in styles, sizes and colors selected.



- C. Install at a height for optimum visibility, on ground-mounted posts as required.

MAINTENANCE:

- A. Maintain signs and supports in a neat, clean condition; repair damages to structure, framing or sign.
- B. Remove signs, framing, supports and foundations at completion of project.

NON-PERMISSIBLE SIGNAGE: Contractors and subcontractors shall not erect nor maintain any graphic signage of any and all types including that on temporary facilities or trailers.

PERMISSIBLE SIGNAGE:

- A. Directional signage.
- B. Signage related to safety.
- C. Signage in above may not include any graphical or text other than that directly related to the conveyed message and is subject to acceptance by the Architect/Engineer and Owner.

END OF SECTION 01580.

SECTION 01590 - FIELD OFFICES AND SHEDS, AND TEMPORARY BARRIERS

PART 1 - GENERAL

REQUIREMENTS:

- A. Furnish, install and maintain temporary field office during entire construction period.
- B. Furnish, install and maintain storage and work sheds needed for construction.
- C. Furnish and install all barriers, fences and gates, concrete encasement, signs and all other personnel warning and safety measures and devices of every kind required by code, local utility company, or site conditions.
- D. At completion of work, remove field offices, sheds and contents.

RELATED DOCUMENTS:

- A. Section 01010 - Summary of Work
- B. Section 01510 - Temporary utilities
- C. Section 01580 - Project Identification Signs

OTHER REQUIREMENTS:

- A. Prior to installation of offices and sheds, consult with Owner and Architect/Engineer on location, access and related facilities.
- B. Review location of temporary fencing with Owner and Architect/Engineer prior to installation.
- C. **Installation of any temporary item shall not unnecessarily restrict the daily activities of the school. If necessary, a schedule of erection and removal shall be developed with school personnel and coordinated with the Owner and Architect/Engineer.**

#### REQUIREMENTS FOR FACILITIES:

- A. Field Offices: This Contractor shall provide and maintain at acceptable locations on the site, a field office for his use and for the field administration of the work by the Architect/Engineer and his consultants.

1. **The field office shall be a (minimum) size of 300 s.f. in area, and shall include a door with a locking device, electric lighting and power, heat (in winter), air conditioning (in summer) and one telephones (refer to temporary utilities).**

**The Contractor shall furnish a plan rack, one layout tables, one small conference table and six chairs. Additional furniture may be included at the Contractors discretion. No couches, Futons or bedding shall be allowed in the trailer.**

**The building and furniture provided shall remain the property of the Contractor at completion and shall be removed from the site at time of project completion. This office shall be provided with separate exterior entry. Job related long-distance calls shall be logged and pre-approved cost paid by the Contractor.**

2. The Contractor's field office shall be as required for his use.

- B. Access and Parking:

1. Minimum of five (5) vehicle parking spaces are to be provided and maintained for visitor use; Designate Architect/Engineer (2); Owner (2) and Other (1).
2. Construction equipment and vehicles shall safely enter or exit site without interrupting local traffic. Coordinate location with Owner and Architect/Engineer.

- C. Subcontractors Field Office: This shall not preclude subcontractors from setting up their own field offices if accepted by the Owner and Architect/Engineer.

- D. Storage:

1. Provide storage facilities as needed. Storage space for subcontractors shall be as agreed upon by Contractor and his subcontractors.
2. Locate storage facilities as directed by Owner and Architect/Engineer.

- E. Project Construction Sign:

Provide project construction sign in accordance with Specification Section 01580 - Project Identification Signs. No added signs by the General or his Subcontractors will be allowed.

- F. Directional Signage:

Contractor shall provide additional directional signage as deemed appropriate and or required by the Owner and Architect/Engineer.

- G. Temporary Fencing and Gates:

1. **Refer to section 02821 Chain Link Fencing and Gates for material requirements for temporary fencing.**

2. **Refer to Civil Engineering Sheets in Construction Documents for temporary silt fence and signage details.**
3. **Install fence posts in a manner that provides adequate load resistance but allows for removal at time of project completion. All surfaces damaged by fence installation shall be repaired or replaced.**
4. **Install visual screening on all fencing identified by Owner and Architect/Engineer at time of pre-installation review and as designated in Construction Documents.**

## PART 2 - PRODUCTS

### MATERIALS, EQUIPMENT & FURNISHINGS:

May be new or used, but must be serviceable, adequate for required purpose, and must not violate applicable codes or regulations.

## PART 3 - EXECUTION

### PREPARATION:

Fill and grade sites for temporary structures to provide surface drainage.

### INSTALLATION:

- A. Construction temporary field offices and storage sheds on proper subgrade, provide connections for utility services.
  1. Secure portable or mobile buildings when used.
  2. Provide steps and landings at entrance doors.
- B. Mount thermometer at convenient outside location, not in direct sunlight.

### MAINTENANCE AND CLEANING:

Provide periodic (weekly minimum) maintenance and cleaning for temporary structures, furnishings, equipment and services.

### REMOVAL:

- A. Remove temporary field offices, contents and services at a time no longer needed.
- B. Remove storage sheds when no longer needed.
- C. **Remove foundations and debris; grade site to required elevations and clean the areas and replace any plant material damaged.**
- D. **Remove temporary fencing, gates and signage at the end of project. Replace or repair any damaged surfaces and or plant material.**

END OF SECTION 01590.

## SECTION 01600 - MATERIAL AND EQUIPMENT

### PART 1 - GENERAL

#### REQUIREMENTS:

Material and Equipment Incorporated into the Work:

1. Conform to the applicable specifications and standards.
2. Comply with size, make, type and quality specified, or as specifically accepted in writing by the Architect/Engineer.
3. Manufactured and Fabricated Products:
  - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
  - b. Manufacturer like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  - c. Two or more items of the same kind shall be identical, by the same manufacturer.
  - d. Products shall be suitable for service conditions.
  - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically accepted in writing.
4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

#### RELATED DOCUMENTS:

- A. II. Contractual Conditions
- B. Section 01010 - Summary of Work
- C. Section 01300 - Submittals
- D. Section 01710 - Cleaning

#### MANUFACTURER'S INSTRUCTIONS:

- A. When Contract Documents require that installation of Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two (2) copies each to Owner and Architect/Engineer.

Maintain one set of complete instructions at the job site during installation and until complete.

- B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
  1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Architect/Engineer for further instructions.
  2. Do not proceed with work without clear instructions.

- C. Perform Work in accord with manufacturer's instructions, unless otherwise specified. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of Products in accord with construction schedules, coordinate to avoid conflict with Work and conditions at the site.
  - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and submittals, and that Products are properly protected and undamaged.
- B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

STORAGE AND PROTECTION:

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weather-tight enclosures.
  - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Exterior Storage.
  - 1. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
  - 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
  - 3. All storage means and methods are subject to acceptance by the Owner and Architect/Engineer.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.
- D. Protection After Installation:
  - 1. Provide substantial coverings as necessary, to protect installed products from damage from traffic, water and subsequent construction operations. Remove when no longer needed.
  - 2. All protection means and methods are subject to acceptance by the Owner and Architect/Engineer.

## SUBSTITUTIONS AND PRODUCT OPTIONS:

### A. Products List:

Within 30 days after Contract Date, submit to Architect, a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

### B. Product Options:

1. For Products specified only by reference standard, select any product meeting that standard.
2. For Products specified by basis for design and naming several acceptable manufacturers, select any one of the acceptable manufacturers named, which complies with the specification.
3. For Products specified by naming only one Product and manufacturer, there is no option.

### C. Substitutions

1. Substitutions after bidding are not acceptable except as indicated in C.2 below.
2. Substitutions of products will be considered after bids are opened only under the following conditions:
  - a. The Contractor shall place orders for specified materials and equipment promptly upon award of contract. No excuse or proposed substitution will be considered for materials and equipment due to unavailability unless proof is submitted that firm orders were placed ten days after review by the Architect/Engineer of the item listed in the specifications.
  - b. The reason for the unavailability is beyond the control of the Contractor; unavailability will be construed as being due to strikes, lockouts, bankruptcy, discontinuance of the manufacture of the product, or acts of God.
  - c. Requests for such substitution shall be made all in writing to the Architect after the award of a contract and within 10 days of the date that the Contractor ascertains that he cannot obtain the material or equipment specified.
  - d. Requests shall be accompanied by a complete description of the material or equipment which the contractor wishes to use as a substitute. Substitutions must be recommended by the Architect/Engineer to the Owner who will accept in writing.
  - e. Contractor's Representative:

A request for substitution constitutes a representation that Contractor:

1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.

4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
  - f. Architect/Engineer will review request for substitutions with reasonable promptness and notify Contractor, in writing, of the decision to accept or reject the requested substitution.
  - g. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
    1. Comparison of the qualities of the proposed substitution with that specified. Provide data of specified product for comparison.
    2. Changes required in other elements of the work because of the substitution.
    3. Effect on the construction schedule.
    4. Cost data comparing the proposed substitution with the Product specified.
    5. Any required license fees or royalties.
    6. Availability of maintenance service, and source of replacement materials.
    7. Submit a sample of the basis for design and the requested substitution; samples will not be returned. Should basis for design not be available, submit product by listed acceptable manufacturer.
  - h. Architect/Engineer shall be the sole judge of the acceptability of the proposed substitution.
  - i. Review of substitutions shall be at Contractor's expense. Architect/Engineer shall charge the Contractor his standard hourly rates.
  - j. Modification of Contract Documents to accept such substitutions shall be at Contractor's expense. Architect/Engineer shall charge the Contractor his standard hourly rates.
3. Substitutions of products will be considered during bidding only under the following conditions:
- a. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
    1. Comparison of the qualities of the proposed substitution with that specified. Provide data of specified product for comparison.
    2. Changes required in other elements of the work because of the substitution.
    3. Effect on the construction schedule.
    4. Cost data comparing the proposed substitution with the Product specified.
    5. Any required license fees or royalties.

6. Availability of maintenance service, and source of replacement materials.
  7. Submit a sample of the basis for design and the requested substitution; Samples will not be returned.
- b. Architect/Engineer shall be the sole judge of the acceptability of the proposed substitution.
  - c. Modifications of contract Documents to accept such substitutions accepted during bidding, should same be used by the Contractor in his bid and presented during the submittal process, shall be charged to the Contractor at the Architect's standard hourly rates.
  - d. Substitutions must be presented to the Architect 15 days prior to the date set for the receipt of bids; telephone requests shall not be accepted. persons requesting substitutions will be notified only by mail, whether request is acceptable; all bidders holding plans during bidding will receive addenda incorporating acceptable substitutions.

REUSE OF EXISTING MATERIAL:

Except as specifically indicated or specified, materials and equipment removed from an existing structure shall not be used in the completed work.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01600.



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## **SECTION 01700 - CONTRACT CLOSEOUT**

Revised Jan. 11, 2007

### **PART 1 - GENERAL**

#### **REQUIREMENTS:**

Closeout is hereby defined to include general requirement near end of Contract Time in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the Work. Time of closeout is directly related to "Substantial Completion" and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

#### **PREREQUISITES TO SUBSTANTIAL COMPLETION:**

- A. Prior to requesting Architect's/Engineer's inspection for certification of substantial completion for either entire Work or portions thereof, complete the following and list known exceptions in request:
  - 1. In progress payment request, show either 100% completion for portion of work claimed as "substantially complete" or list incomplete items, value of incompleteness and reasons for being incomplete.
  - 2. Include supporting documentation for completion as indicated in these Contract Documents.
  - 3. Submit statement showing accounting of changes to the Contract sum.
  - 4. Advise Owner of pending insurance change-over requirements.
  - 5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
  - 6. Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including (where required) occupancy permits, operating certificates and similar releases.
  - 7. Deliver tools, spare parts, extra stocks of materials and similar physical items to Owner.
  - 8. Complete start-up testing of systems and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups and similar elements.
  - 9. **Deliver original, fully executed hard PERMIT Card with all appropriate signatures indicating each applicable Division is finally completed and signed off by the appropriate tradesperson.**
- B. Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise contractor of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion or advise the contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

## PREREQUISITES TO FINAL ACCEPTANCE

- A. Prior to requesting Architect's/Engineer's final inspection for certification of final acceptance and final payment as required by General Conditions, complete the following and list known exceptions (if any) in request:
1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit updated final statement accounting for additional (final) changes to Contract Sum.
  3. Submit certified copy of Architect's/Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Architect/Engineer.
  4. **Asbestos: [Reference: State Requirements for Educational Facilities, Section 4.2(3)(e) Asbestos: *The federal Asbestos Hazard Emergency Response Act (AHERA) of October 22, 1986, requires the architect or engineer of record to sign a statement that NO asbestos-containing building materials were specified, or, to the best of his/her knowledge, were used as a building material in the project. The contractor should certify to the board that to the best of his/her knowledge, no asbestos containing building materials were used as a building material in the project. Section 255.40, F.S. prohibits the use of asbestos-containing materials in the construction of new public buildings.***
  4. Submit final meter readings for utilities, measured record of stored fuel and similar data as of time of substantial completion or when Owner took possession of and responsibility for corresponding elements of the work.
  5. Submit original Consent of Surety.
  6. Submit final liquidated damages settlement statement, acceptable to Owner.
  7. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey and similar final record information.
  8. Complete final cleaning up requirements, including touch-up of marred surfaces.
  9. Touch-up and otherwise repair and restore marred exposed finishes.
  10. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.
  11. Certificates of elevator inspection.
  12. Mechanical:
    - a. Air System Test and Balance (prepared by Owner's independent agent)
    - b. Piping pressure tests and certificates
    - c. Project certification
  13. Electrical:

- a. System tests
- b. Project certification

B. Reinspection Procedure:

Upon receipt of Contractor's notice that work has been completed including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Architect/Engineer will reinspect work. Upon completion of reinspection, Architect/Engineer will either prepare certificate of final acceptance or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

If re-inspections of above referenced items are required by the Architect/Engineer due to the failure of any of the Work to comply with the claims made by the Contractor as to the status of their completeness, the Owner will deduct the costs incurred by such re-inspections from the Contract amount.

RECORD DOCUMENT SUBMITTAL:

- A. Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in Section 01340. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for Architect's/Engineer's reference during normal working hours.

At time of final acceptance, submit complete sets of all required record documents to the Architect/Engineer for Owner's records.

B. **As-Built** Record Drawings:

Maintain a white-print set of contract drawings and shop drawings in clean, undamaged condition with mark-up of actual installations which vary substantially from the work as originally shown. Mark whichever drawings are most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings. Mark-up new information which is recognized to be of importance to Owner but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work which would be difficult to measure and record at a later date. Note related change order numbers where applicable.

**Upon completion of the Work, this data shall be recorded to scale, by a competent draftsman on transparent paper of the Contract Drawings. Where changes are to be recorded, the prints shall be erased in such a way as to properly represent the work as installed. Where the work was installed exactly as shown on the Contract drawings, the prints shall not be disturbed. In showing the changes, the same legend shall be used to identify piping, etc., as was used on the Contract Drawings.**

The Contractor shall review the completed record drawings and ascertain that all data furnished on the drawings are accurate and truly represent the Work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, etc., are involved as part of the Work, the Contractor shall furnish true elevations and locations, all properly referenced for the site. Information for reference data can be obtained from the office of the Architect/Engineer. Upon completion, the subcontractor involved shall date and sign the drawings, signifying compliance with the requirements set forth herein prior to submission of prints required.

The Contractor shall sign all pages to certify completeness of the **As-Built** Record Set of Drawings. Contractor shall submit the **marked-up** of prints to the Architect/Engineer for the Owner.

**In addition to the marked-up as-built record drawings, the Contractor shall submit two (2) sets of, bound white prints, of the complete record drawings to the Architect/Engineer; which shall be carefully checked and transmitted to the Owner.**

**C. Electronic Files of Record Drawings**

**If the Construction Documents were created by Computer Aided Drafting (CAD) then upon the receipt of the final record drawings from the Contractor, the Architect/Engineer shall revise the electronic files to reflect the as-built conditions. The CAD files shall be in a file format that can be read by Autocad version 2000 and above.**

**A copy of the electronic files shall be recorded onto compact disk media. Two (2) copies of the disk shall be submitted to the Owner at time of transference of the Record Drawings.**

**Each disk shall be labeled with:**

- **Name of Project**
- **Name of General Contractor and or Construction Manager at Risk**
- **Name of Architect, or Engineer, and their Address**
- **Description of software used to create files**

**D. As-Built Record Specifications:**

Maintain one copy of specifications including addenda, change orders and similar modifications issued in printed form during construction and mark-up variations (of substance) in actual Work in comparison with text of specifications and modifications as issued. Give particular attention to substitutions, selection of options and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data where applicable.

**Upon completion of the Record Specifications, the Contractor shall submit two (2) bound and printed copies to the Architect/Engineer; which shall be carefully checked and transmitted to the Owner.**

**E. Record Shop Drawings and Product Data:**

Maintain one copy of each product data submittal and mark-up significant variations in actual work in comparison with submitted information. Include both variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up or record drawings and specifications.

**F. Record Sample Submittal:**

Immediately prior to date(s) of substantial completion, Architect/Engineer (and including Owner's personnel where desired) will meet with Contractor at site and will determine which (if any) of submitted samples maintained by Contractor during progress of the work are to be transmitted to Owner for record purposes. Comply with Architect's/Engineer's instructions for packaging, identification marking and delivery to owner's sample storage space.

**G. Miscellaneous Record Submittals:**

Refer to other sections of these specifications for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to date(s) of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference.

H. Operation and Maintenance Data:

See section 01730

I. Warranties and Bonds:

See section 01740

J. Spare Parts and Maintenance Materials:

See section 01750

FINAL CLEANING

A. Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during progress or work is specified in General Conditions and as temporary service in "Temporary Facilities" section of this Division. Provide final cleaning of the work at time indicated, consisting of cleaning each surface or unit of Work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples of cleaning levels required:

1. Remove labels which are not required as permanent labels.
2. Clean transparent materials including mirrors and window or glass to a polished condition removing substances which are noticeable as vision-obscuring materials. replace broken glass and damaged transparent materials.
3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
4. Wipe surfaces of mechanical and electrical equipment clean; remove excess lubrication and other substance.
5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes and similar spaces.
6. Clean concrete floors in non-occupied spaces broom clean.
7. Vacuum clean carpeted surfaces and similar soft surfaces.
8. Clean plumbing fixtures to a sanitary condition free of stains including those resulting from water exposure.
9. Clean light fixtures and lamps so as to function with full efficiency.
10. Clean project site (yard and grounds) of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface.
11. Vacuum clean and sanitize all cabinetwork, equipment, etc. for a move-in condition.

B. Removal of Protection:

Remove temporary protection devices and facilities which were installed during course of the Work to protect previously completed Work during remainder of construction period.

C. Compliances:

Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site or bury debris or excess materials on Owner's property or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become Owner's property, dispose of these to Owner's best advantage as directed.

CLOSEOUT DOCUMENTS CHECKLIST

All items listed below, with the exception of Item No. 1 and Item No. 2 shall be bound in individual heavy duty 3-ring vinyl covered binders. Mark appropriate identification on front and spine of each binder.

All items shall be submitted in triplicate within fifteen day of Substantial Completion for the project.

1. Application and Certification for Payment (Final). Four copies with original signatures and seals.
2. Final schedule of contract values. Four copies attached to Application and Certification for Payment.
3. Contractor's Affidavit of Payment of Debts (AIA G706).
4. Contractor's Affidavit of Release of Liens from all Contractors, Subcontractors, and Suppliers (AIA G706A).
5. Power of Attorney from Surety to make Final Payment.
6. Consent of Surety to Final Payment (AIA G707).
7. Contractor's Guarantee and Warranties as specified under Division 01740.
8. Fully executed Roof Warranty in the name of the Owner.
9. Special warranties as required by the specifications, in the name of the Owner.
10. Provide a list summarizing the various guarantees and warranties and stating the following with respect to each:
  - a. Character of work affected.
  - b. Name, address and telephone number of each Subcontractor.
  - c. Name, address and telephone number of each local firm designated to provide warranty service for an out-of-town firm. Copy of agreement between the firms.
  - d. Period of guarantee and effective date.
  - e. Statement of guarantee in the following form.

"If within any guarantee period, repairs or changes are required in conjunction with the guarantee work, which in the opinion of the Architect or Engineer is rendered necessary as the result of the use of materials, equipment or workmanship, which are defective or inferior, or not in accordance

with the terms of the Contract, the Contractor shall, upon written notice from the Owner, and without expense to the Owner, proceed within twenty four (24) hours to place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and make good all damages to the structure or site or equipment or contents thereof disturbed in fulfilling any such guarantee work.

11. Verification that the Owner's personnel has been trained in the use of their new equipment. Submit attendance lists and videotape record of all training sessions.
12. Operation and Maintenance Manuals.
13. Equipment Inventory List - A list of the following equipment furnished for the project, to include drawings code designation, location (FISH number) description, manufacturer, full model number, serial number, warranty period and warranty expiration date.
  - a. All HVAC equipment.
  - b. Any plumbing equipment which carries a serial number (water heaters, compressors, electric water coolers, etc.)
  - c. Emergency generator.
  - d. Contractor furnished appliances.
14. Notarized Affidavit of all Subcontractor payrolls, bills for materials/equipment and other indebtedness paid and satisfied.
15. As-built drawings. Provide in accordance with other specification sections.
16. Energy management system programming, operation, maintenance, and parts service manuals. Guaranteed parts price list.
17. Date certain schedule for LCS personnel to be trained at Energy Management Supplier's training facility.
18. Punch lists signed off by Owner's Representatives.

Note: A/E shall use the enclosed "Leon County School Board Documents Receipt" form during contract close-out performance.



## LEON COUNTY SCHOOL BOARD DOCUMENTS RECEIPT

Project:

Substantial Completion Date:

Note:

1. Receipt or Waiver of all of the following documents must be signed by the A/E and by LCS staff person prior to final payment. Fill in last name in receipt blocks. When this form with documents is received by LCS, having been received by the A/E, then A/E reviewed and accepted it. Acceptance must be signed off by a LCS person within 10 days after receipt, or the A/E must be notified in writing that a document is not acceptable. If no correspondence is received from LCS within 10 days, acceptance is automatic.
2. See specifications for specific requirements.

Description	Received				Accepted (LCS)
	A/E	Date	LCS	Date	
AIA G706 (Payment of Debts)					
AIA (G706A (Release of Lien)					
Surety Power of Attorney					
Consent of Surety					
All Required Guarantees & Warranties					
List – Various Guarantees / Warranties					
Verification of Training					
Operation & Maintenance Manuals					
Equipment Inventory List					
As-Built Drawings					
EMCS Manuals					
EMCS Training Dates					
As-Built Certification to DER					
Punch List Corrections Complete					
Approved Submittals Package					
Control Key and Key Code					
Termite Control					
Fire Alarm Certification					
Stormwater Operating Permit					
Cert. Occupancy & Cert. Final Inspect.					
Fiber & / Copper Test results					
Water Test Results					
Small Business Enterprise (SBE) Utilization Report					
Hard Copy Permit to Rod McQueen					

## SECTION 01730 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### REQUIREMENTS:

- A. Format and content of manuals.
- B. Instruction of Owner's personnel.
- C. Schedule of submittals.

#### RELATED REQUIREMENTS:

- A. Shop Drawings, Product Data, and Samples.
- B. Testing, Adjusting, and Balancing of Systems: Test and balance reports.
- C. Section 01700 - Contract Closeout
- D. Warranties and Bonds
- E. Individual Specification Sections: Specific requirements for operation and maintenance data.

#### FORMAT:

- A. Prepare data in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2 x 11, three-ring binders with hardback, cleanable, vinyl covers.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; use volumes as needed.
- D. Arrange content by systems, process flow, under section numbers and sequence of Table of Contents of this Project Manual.
- E. Provide tabbed fly leaf for each separate project and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data.
- G. Drawings: Provide with reinforced pocket folders. Bind in with text; fold drawings; insert into pocket folders.

#### CONTENTS OF EACH VOLUME:

- A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect/Engineer and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Warranties and Bonds: Bind in copy of each.

#### MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, color and texture designations. provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation; delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Warranties and Bonds: Bind in copy of each.

#### MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual Specifications sections.

#### MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Give function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number or replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications.
- C. Include as-installed color coded wiring diagrams.
- D. Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operations and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

- J. Provide as-installed control diagrams by controls manufacturer.
- K. Provide Contractor's coordination drawings, with as-installed color coded piping diagrams.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include test and balancing reports as specified.
- O. Additional Requirements: As specified individual specifications sections.
- P. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

INSTRUCTION OF OWNER PERSONNEL:

- A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. Use operation and maintenance manuals as basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in Operation and Maintenance Manual when need for such data become apparent during instruction.

SUBMITTALS:

- A. Submit one (1) copy of completed volumes in final form 15 days prior to final inspection. Copy will be returned after final inspection, with Architect/Engineer comments. Revise content of documents as required prior to final submittal.
- B. Submit three (3) copies of revised volumes of data in final form within ten days after final inspection.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01730

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## **SECTION 01740 - WARRANTIES AND BONDS**

### **PART 1 - GENERAL**

#### **REQUIREMENTS:**

- A. Preparation and submittal of warranties and bonds.
- B. Schedule of submittals.

#### **RELATED REQUIREMENTS:**

- A. Section of 01700 - Contract Closeout
- B. Individual Specifications Sections: Warranties and bonds required for specific Products or work.

Warranties and Bonds may include, but are not limited to the following:

Thermoplastic Single-ply Roofing System - 20 Year NDL (No Dollar Limit) "Edge-to-Edge" Warranty.  
Modified Bitumen Roofing SBS System - 20 Year NDL (No Dollar Limit) "Edge-to-Edge" Warranty.  
Metal Wall and Roof Panels – 20 years  
Flashing – 5 year maintenance weathertight guarantee

#### **FORM OF SUBMITTALS:**

Bind with operation and maintenance manuals specified in Section 01730.

#### **PREPARATION OF SUBMITTALS:**

- A. Obtain warranties and bonds, executed in triplicate (3) by responsible subcontractors, suppliers, and manufacturer's within ten days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

#### **TIME OF SUBMITTALS:**

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

### **PART 2 - PRODUCTS**

Not used.

### **PART 3 - EXECUTION**

#### **WARRANTY SERVICE**

- A. The Contractor shall proceed with warranty repair or replacement within 24 hours of being notified that a warranty deficiency exists.

- B. In order to insure prompt and effective correction of warranty deficiencies, the Contractor shall, if he or any of his Subcontractors do not maintain fully staffed service organizations within Leon County, designate firms within Leon County authorized to perform warranty work on the Contractor's behalf. The name, addresses, and phone numbers of these designated firms shall be included within the closeout documents, along with affidavits signed by officers of the designated firms stating that they have been retained and will perform required warranty service.

END OF SECTION 01740.

## **SECTION 01750 - SPARE PARTS AND MAINTENANCE MATERIALS**

### **PART 1 - GENERAL**

#### **REQUIREMENTS:**

- A. Products required.
- B. Storage and delivery of products.

#### **RELATED REQUIREMENTS:**

- A. Materials and Equipment: Storage and protection.
- B. Contract Closeout.
- C. Individual Specifications Sections: Specific spare parts and materials required.

Spare Parts and Maintenance Materials may include, but are not limited to the following:

Thermoplastic Single-ply Roofing System – 100 sqft membrane, 5/g pail of adhesive  
Modified Bitumen Roofing SBS – two rolls, 5/g pail of adhesive and flashing cement

#### **PRODUCTS REQUIRED:**

- A. provide quantity of products, spare parts, maintenance tools, and maintenance materials specified in individual sections to be provided to Owner, in addition to that required for completion of Work.
- B. Products: Identical to those installed in the Work. Include quantities in original purchase from supplier or manufacturer to avoid variations in manufacture.

#### **STORAGE AND MAINTENANCE:**

- A. Store products with products to be installed in the Work, under provisions of Section 01600.
- B. Maintain spare products in original containers with labels intact and legible, until delivery to Owner.

#### **DELIVERY:**

Coordinate with Owner: Deliver and unload spare products to Owner at Project site and obtain receipt prior to final payment.

#### **PART 2 - PRODUCTS:**

Not used.

#### **PART 3 - EXECUTION:**

Not used.

END OF SECTION 01750.

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## SECTION 01760 - PROJECT PHOTOGRAPHS

### PART 1 – GENERAL REQUIREMENTS:

- A. One hour minimum site document VHS format video prior to commencing construction; narrated.
- B. Twenty minute minimum weekly VHS format video progression of work; narrated; show work action in progress.
- C. Monthly ground level, still photographs; 3 x 5; (min. 36 per month); notated for locations; two sets of prints and one set of negatives shall be delivered to the Architect/Engineer each month.

### SUBMITTAL:

- A. Submit record video to document site to Architect/Engineer for owner files.
- B. Submit weekly video for review by Owner; video will be returned to Contractor to maintain video library of project; video library shall be transmitted to Owner at end of project.

### PART 2 - PRODUCTS

Not used.

### PART 3 - EXECUTION

Not used.

END OF SECTION 01760.

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