

AGENDA

SPECIAL SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD  
MAX D. WALKER ADMINISTRATION BUILDING  
35 MARTIN LUTHER KING, JR. BLVD.  
QUINCY, FLORIDA

June 20, 2016

10:00 A.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. FACILITIES
  - a. GADSDEN COUNTY SCHOOL DISTRICT'S PROCUREMENT AND CONTRACTING REQUIREMENTS – **SEE PAGE #2**  
  
ACTION REQUESTED: The Superintendent recommends approval.
  - b. NEW GADSDEN COUNTY SCHOOL DISTRICT'S PROCEDURE IMPLEMENTING BOARD POLICY 6320 (General Conditions of a Guaranteed Maximum Price Contract) **SEE PAGE #164**  
  
ACTION REQUESTED: The Superintendent recommends approval.
  - c. NEW GADSDEN COUNTY SCHOOL DISTRICT'S PROCEDURE IMPLEMENTING BOARD POLICY 6320 (Standard Bond and Insurance Requirements for General Contractors (GC) and Construction Managers (CM) Working on District Construction Projects) **SEE PAGE #166**  
  
ACTION REQUESTED: The Superintendent recommends approval.
  - d. NEW GADSDEN COUNTY SCHOOL DISTRICT'S PROCEDURE IMPLEMENTING BOARD POLICY 6330 (Standard Insurance Requirements for Design Professionals Working on District Construction Projects) **SEE PAGE #169**  
  
ACTION REQUESTED: The Superintendent recommends approval.
3. DISCUSSION AND REVIEW OF DISTRICT'S 2016-2017 BUDGET
4. ITEMS BY THE SUPERINTENDENT
5. SCHOOL BOARD REQUESTS AND CONCERNS
6. ADJOURNMENT

**INVITATION TO BID (ITB)**

**Gadsden County School District's  
PROCUREMENT & CONTRACTING  
REQUIREMENTS**

**For**

**Click here to enter the Project Name**



**335 Maple St., Chattahoochee, FL 32324**

**Date Issued: Click here to enter a date**

**Date Due: Click here to enter a date**

**ITB Number: Click here to enter ITB Number**

**GCS's Purchasing Department Attn: Shirley Alday**

35 Martin Luther King Jr. Blvd., Quincy

Office: (850) 627-9651 ext. 1287, E-mail: [aldays@gcpsmail.com](mailto:aldays@gcpsmail.com)

## ADVERTISEMENT

**The Gadsden County School Board**

Is seeking competitive bids for the **---Enter name of project here---** project.

This project **---Enter description of project here---**

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The School Board of Gadsden County, Quincy Florida, invites qualified Contractors to submit a Sealed Bid for the above referenced project with the intent of securing a contract for the complete and timely execution of the work.

Bidders must possess the following minimum qualifications to be considered:

1. Click here to enter required qualification that must be demonstrated.
2. Click here to enter required qualification that must be demonstrated.
3. Click here to enter required qualification that must be demonstrated.
4. Click here to enter required qualification that must be demonstrated.
5. Click here to enter required qualification that must be demonstrated.

Bid Documents may be picked up at the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy FL or an electronic copy by e-mailing [aldays@gcpsmail.com](mailto:aldays@gcpsmail.com). Participants shall thoroughly familiarize themselves with all instructions contained in this and the Bid Documents

A pre-bid conference and site visit will be held **Enter the date here**, at **Time-am/pm**, Eastern Standard Time, located **at --Insert location name and address here--**. This is **Mandatory or not conference**.

Bids shall be delivered to Gadsden County School's Purchasing office located at 35 Martin Luther King Jr. Blvd., Walker Administration Building, by **1:45 pm**, on **Click here to enter a date**. The Bid opening will occur on **Enter the date here** at **2:00 pm** in the Walker Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351

Participants shall thoroughly familiarize themselves with all instructions contained in this and the Bid Documents.

Award recommendation will be made to the Board, providing the bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed the funds available.

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**Please direct all questions to:** The Purchasing Department of Gadsden County Schools  
Attn: Shirley Alday, 35 Martin Luther King Jr. Blvd., Quincy, FL 32351  
Office: **(850) 627-9651** ext. 1287, E-mail: [aldays@gcpsmail.com](mailto:aldays@gcpsmail.com)

Any person with a disability requiring special accommodations at the pre-bid conference and/or bid/proposal opening shall contact Purchasing at the phone number above at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact the Purchasing office by using the Florida Relay Services, phone number 1 (800) 955-8771 (TTY).

**SECTION 00111 – SCHEDULE OF EVENTS**

**Summary:** A schedule of events shall be established that will govern all action items related to the competitive solicitation process. This schedule shall be strictly maintained.

Failure by any Choose ITB, RFP or RFQ.

Failure to meet a schedule by a Choose ITB, RFP or RFQ. Bidder does not disqualify that Bidder from participation in other ITBs

**Schedule of Events**

Description	Date	Time
Public posting	Enter the date here	Time-am/pm
Mandatory or Non-Mandatory Conference and site Visit	Enter the date here	Time-am/pm
Last day for written inquiries	Enter the date here	Time-am/pm
Bid due date	Enter the date here	Time-am/pm
Bid opening	Enter the date here	Time-am/pm
Anticipated start of evaluation	Enter the date here	Time-am/pm
Award recommendation presented to the Board	Enter the date here	Time-am/pm
Anticipated notice to proceed	Enter the date here	Time-am/pm

END OF SECTION 00111

**SECTION 00112 – DEFINITIONS**

1. **Addenda:** Written or graphic instruments issued by the Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
2. **Allowances:** An Allowance is a Sum included in a proposal for equipment or services where the Contractor was unable to obtain a hard quote before the Proposal submittal date. *See Article 3.8 of the General Conditions*
3. **Alternates:** An amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Documents that may be added to or deducted from the Base Bid amount if the Owner decides to accept the change.
4. **As-Built Drawings:** *See Record Drawings*
5. **Bid:** A complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents
6. **Bid Documents:** *See Construction Documents*
7. **Bidder:** The Bidder is the individual or firm submitting the bid. They may also be referred to as proposer or vendor.
8. **The Board or Board of Trustees:** The governing body for Gadsden County Schools. The terms, "the District", "The School" and "GCS" shall carry the same meaning.
9. **Certificate of Entitlement:** Effective January 2, 2011, Section 8, Chapter 2010-138, Laws of Florida (L.O.F.), requires governmental entities to issue a Certificate of Entitlement to each vendor and each contractor in order to purchase supplies and materials for use in public works contracts tax-exempt under Section 212.08(6), F.S. The Certificate of Entitlement certifies that: (1) the materials and supplies purchased will become part of a public facility.
10. **Change Order:** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect for the change in Contract Scope, Sum or Time. *See Article 7.2 of the General Conditions*
11. **Claims:** 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, and 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 Construction Manager arising out of or relating to the Contract.
12. **Construction Documents:** The Construction Documents consist of the Project Manual, Drawings, Submittals and Shop Drawings. Also referenced as **Bidding Documents**.
13. **Construction Manager (CM):** The Construction Manager is the individual, corporation, company, partnership, firm or other organization that has contracted to perform the Work under the Agreement with the Owner.

14. **Construction Schedule:** A chart showing the expected times of completion of the various stages of work on this project. See *Article 3.10 of the General Conditions*
15. **Contract Documents:** The Contract Documents consist of the Agreement between the Owner and the Construction Manager, the Drawings, Specifications, Project Manuals and Addenda issued prior to execution of the Contract. See *1.2 of the General Conditions*
  - a. **Modifications:** Are made by (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, (4) a written order for a minor change in the Work issued by the Architect and (5) a Purchase Order when issued.
16. **Contract:** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements either written or oral. The Contract may be amended only by those modifications described in the General Conditions of the Project Manual. See *1.1.2 of the General Conditions*
17. **Contractor:** The individual or organization licensed by the State of Florida to perform work required and contracted with GCS or by subcontract on a project. See *Article 3 of the General Conditions*
18. **Day:** Whenever the word "day" is used in the Contract Documents, it shall be interpreted to mean a calendar day unless otherwise noted.
19. **Design Professional:** The Design Professional is the person lawfully licensed to practice architecture or engineering, or the firm employed to provide architectural or engineering services. The term "Design Professional" shall mean the Professional or the Professional's authorized representative.
20. **Drawings:** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. See *1.1.5 of the General Conditions*
21. **Final Completion:** Final Completion is all Work has been completed. See *Article 9.10 of the General Conditions*
22. **Guaranteed Maximum Price (GMP):** A Guaranteed Maximum Price is the maximum compensation payable to the Construction Manager in performance of the Work for the Project as specified in the Contract Documents or subsequently adjusted by modification to the Contract through a Guaranteed Maximum Price Change Order.
23. **ITB – Invitation to Bid:** An ITB is an invitation to contractors or equipment suppliers, through a competitive bidding process, to submit a proposal on a specific project, equipment or service to be furnished.
24. **Liquidated Damages:** Are damages to be collected as compensation upon a specific breach of contract.
25. **Lump Sum:** See *Stipulated Sum*.

26. **Owner:** The owner is Gadsden County Schools; a public Educational District of the State of Florida hereinafter called the Owner, the District, the School, GCS or the Owner's authorized representative, all shall mean the Owner. *See Article 2 of the General Conditions*
27. **Progress Payments:** Partial payments made to the Contractor, typically at a specified monthly date, for percentages of work completed. *See Article 9.6 of the General Conditions*
28. **Project:** The term "Project" shall comprise the Work defined by the Contract Documents and may include work by the Owner or other Separate Contractors, Trade Contractors, Sub-Trade Contractors or the Professionals. *See 1.1.4 of the General Conditions*
29. **Project Manual:** The Project Manual is the document consisting of all the written portions for the Work including the Specifications, bidding requirements, sample forms, General Conditions and Special Requirements.
30. **Project Team:** The project team is the combined groups responsible for the design, construction and occupation of the project.
  - a. **The Design Group** consists of the Architect, Engineers and their Consultants.
  - b. **The User Group** is the GCS Faculty and Staff responsible for decisions on how the facility will be used to meet program and function needs.
  - c. **The Facilities Group** are those that are responsible for maintaining the facility after completion.
  - d. **The Director of Facilities** coordinates the assembly and incorporation of all information, verifies Federal, State and Local code compliance, oversees the execution of the contract.
31. **Record Drawings:** The official set of plans, kept at the project site during the work, that the Contractor maintains and updates daily, documenting infrastructure variances from the construction drawings. They shall also include space/room calculations. Also known by "**As-built Drawings.**"
32. **RFI – Request for Information:** An RFI is the mean the Bidder uses to ask for more information, clarify meaning of bid documents or propose alternate materials or methods.
33. **RFP – Request for Proposals:** An RFP is a bidding process for the procurement of a commodity, service or valuable asset. Potential suppliers are requested to submit their business proposal satisfying specified requirements.
34. **RFQ – Request for Qualifications:** An RFQ usually refers to the pre-qualification stage of the procurement process. Only those who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent work or services.
35. **Schedule of Values:** The Schedule of Values is a detailed statement furnished by the contractor allocating values for the various parts of the work. It is also used as

- the basis for submitting and reviewing progress payments. See *Article 9.2 of the General Conditions*
36. **Scope of Work:** All Work reasonably contemplated, required, implied, or reasonably inferred by the Contract Documents, whether or not explicitly contained in the Contract Documents. See *1.1.3 of the General Conditions*
  37. **Specifications:** The Specifications are the written portion of the Contract Documents generally outlining the requirements for materials, equipment, construction systems, methods, standards, workmanship and performance necessary to properly complete the Work.
  38. **Stipulated Sum:** A Stipulated Sum is the term used where the owner agrees to pay a contractor a specified amount, or “**Fixed Price,**” for completing a scope of work without requiring a cost breakdown. Also as a “**lump sum.**”
  39. **Subcontract:** The Agreement between the Contractor and Subcontractor or Vendor
  40. **Subcontractor:** 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. Also referred to as “**Trade Contractor.**” See *Article 5 of the General Conditions*
  41. **Substantial Completion:** "Substantial Completion" is the stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose. See *Article 9.8 of the General Conditions*
  42. **Trade Contractor:** See Subcontractor.
  43. **Unit Pricing:** In a unit price contract, the work to be performed is broken into various parts, usually by construction trade, and a fixed price is established for each unit of work.
  44. **Warranties:**
    - a. **Contractor’s Warranty:** Unless specified in writing elsewhere and signed by both parties, the Contractor’s Warranty is a minimum of one (1) year that includes all parts and labor. The warranty applies to the Contractor and all sub-contractors and doesn’t start until substantial completion. See *Article 3.5 of the General Conditions*
    - b. **Manufacturer’s Warranty:** Separate material and equipment warranties are in addition to Contractor Warranties and do not replace them or diminish them in any manner.

END OF SECTION 00112



**SECTION 00204 – INSTRUCTIONS TO BIDDERS****PART 1 – BIDDING PROCEDURES AND REQUIREMENTS**

- 1.1 All Bidding by Contractors, Subcontractors or Vendors, whether for contracts directly with Gadsden County Schools or Subcontracts between Contractor and Subcontractors or Vendors shall follow all instructions listed. Failure to do so could result in disqualification of bid.
- 1.2 No staff member has the authority to contact a vendor and place an order that obligates GCS for payment for commodities or services prior to a formal Purchase Order being issued.
- 1.3 **Bidder Registration:** Bidders must register in order to be placed on the mailing list for any forthcoming addenda or official communications.
  - A. Failure to register as a prospective bidder may cause your proposal to be rejected if you have submitted a bid without the most current addendum.
- 1.4 All purchases for services or commodities \$15,000.00 or more, whether a onetime purchase or an accumulation of like items, are required to be handled through a competitive bid, unless specifically exempt as indicated in DOE Rules and Regulations or Board Policy.
  - A. Competitive bids are mailed or delivered in a sealed envelope. The specified due date and time shall be strictly followed.
- 1.5 **Bidder Qualifications:** When requested, the Bidder shall provide the necessary information to verify it possess the minimum qualifications required to participate in this ITB.
- 1.6 **Subcontracting:** Where a Bidder utilizes subcontracts in the performance of the Work, the names of the subcontractors will be included as part of the Bid. The Bidder shall submit a Subcontractors List. Form provided with the Bid Documents. *(added detail in the General Conditions section, 3.1)*
  - A. All Subcontracts shall incorporate by reference the terms and conditions of this Project's contract documents.
  - B. Proof of License and Insurance for Subcontracts is mandatory for all Projects and shall be included with their bid.
- 1.7 **Other tasks and duties provided by awarded Contractor:**
  - A. Preparation and assisting the Owner and/or Contractor with all plans in order to obtain required permits/authorizations.
  - B. Work with the Owner and Utility providers when required for permitting and site surveys.
  - C. Develop a list of Direct Purchase items for potential tax savings to be reviewed by the Owner.

- D. Coordinate with Owner all necessary contractors for appropriate start date and installation schedules.
  - E. **Substantial Completion:** Contractor shall coordinate a Substantial Completion inspection with Owner when the system is operational. The Contractor will be responsible for maintaining a list of deficiencies (punch list). A copy of the list will be provided to the Owner and the Contractor shall proceed with corrections, dating each corrected deficiency as completed.
  - F. **Closeout Documents:** After Substantial Completion, when applicable, the Contractor shall compile and organize in a 3 ring binder, all warranty information, release of liens, shop drawings and product information.
  - G. **Final Inspection:** After all other inspections and completion of the punch list, the Contractor shall coordinate final inspection with appropriate entities. Demonstrate full operation of systems to the Owner. Visually verify all items have been completed on the punch list.
  - H. **Training:** Provide Training sessions, when applicable, as specified elsewhere or of ample time to familiarize School staff with normal operations, programing and troubleshooting.
- 1.8 **Equipment and Material information:** The Bidder shall include in its Proposal, Equipment and Material information in satisfactory detail as to allow the owner to verify intent of Contract Documents.
- A. Component Specifications, cut-sheets.
  - B. Warranty information.
- 1.9 **Site Visits:** shall be scheduled through the contractor with the owner to hours during which disruption of normal activities are minimized.
- A. All prospective Bidders will check in with the Facilities Office before arriving at any of GCS sites.
  - B. Visitors shall be escorted by Facility staff or their representative. At no time are they allowed to enter school property without authorization and checking in.
  - C. **Contact, communication, videotaping or photographs of students or other staff is strictly prohibited.**
  - D. Proper decorum and behavior appropriate to an educational facility is mandatory. Disruption of educational activities will not be tolerated.
  - E. District personnel are not authorized to interpret, clarify or modify the bidding documents in any way.
  - F. *Reference Article 3.1 of section 00720, General Conditions*
- 1.10 **Existing Conditions:** Failure of Bidder to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work. (*Reference Article 3.2 of the General Conditions.*)

- 1.11 **Additional Testing:** Before submitting, each Bidder will, at their own expense, make such additional investigations and tests as they may deem necessary in preparation of their Bid.
- A. If requested, the owner will schedule access to the site for any Bidder to conduct such investigations and tests as they deem necessary for submission of their Bid.
- 1.12 **Conflicts and Discrepancies:** In case of discrepancy in the Dimensions, in the Drawings, in the schedules, or in the Specifications, the matter shall be promptly submitted in the form of an RFI to the GCS Purchasing Department who will promptly log and forward it to the proper person to make a determination in writing.
- A. Should the Drawings disagree with one another or with the Specifications, the better quality or greater quantity of work or materials should be used, but in all cases, the greater benefit to the school takes precedence. *(Reference Article 1.2 of the General Conditions in the Project Manual)*
- 1.13 **Bid Representation:** By submitting a Bid the Contractor represents that it has:
- A. Examined a complete set of Construction Documents thoroughly.
- B. Visited the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work.
- C. Familiarized themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.
- D. Studied and carefully correlated its observations with the Construction Documents.
- 1.14 **Interpretations:** All questions about the meaning or intent of the Bid Documents shall be submitted only through the who will log and forward for written clarifications.
- A. All answers will be by addenda. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Any items, material, condition, services, etc.... that may be alluded to in the drawings or specifications and that is not clearly understood by the bidder shall be clarified by the bidder prior to the bid. Failure to clarify any ambiguity shall not relieve the bidder from supplying the intent of the Owner as part of the base contract.
- 1.15 **Revisions and Amendments to the Bid Documents:** The Owner reserves the right to revise or amend the specifications or drawings or both prior to the opening date of the ITB. Such revisions and amendments, if any, will be announced by an addendum. The date set for the opening of the ITB may be postponed by as many days as deemed adequate to estimate material and cost changes. In such cases the addendum will include an announcement of the new Bid opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their Bid.
- 1.16 **Equivalents:** Brand Names, Catalog numbers, manufacturers' and brand names, when listed are informational guides as to a standard of acceptable product quality level only

and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers unless specifically written into the Drawing or Specifications as “No Substitutions”.

- A. Any question to a products compliance to bid specifications should be address by means of an RFI.
- 1.17 **Proof of Functional Capabilities:** It should be understood by the Bidder that award of this contract may be subject to satisfactory proof of functional capabilities of the equipment, services, and items as specified under this solicitation. Shop Drawings, Product Data, Samples and similar submittals shall be included demonstrating how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which are being bid. If required, the Vendor will have to demonstrate these capabilities within seven (7) days after conditional award.
- 1.18 **Construction Documents:** The Bid set of Construction Documents for this project shall be included with this ITB.
- A. The Construction Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor.
- 1.19 **Bid Documents:** The Bid Documents consist of this document and the Construction Documents along with any other specifications or documents that may be required to adequately describe intent of work to bid.
- A. The bid documents become part of the contract.
- 1.20 **Contract Documents:** The Contract Documents consist of the Agreement between the Gadsden County School Board and the Contractor, the Drawings and Specifications, Project Manuals and subsequent Purchase Orders. (*Reference Article 1.1 of the General Conditions for added detail.*)
- A. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements either written or oral.
- 1.21 **Bonds and Insurance:** Insurance is required for all projects with the District. Bonding is required on larger projects as specified. (*Reference Article 11 of the General Conditions.*)
- A. **Bonds:** Any person entering into a formal contract with the Gadsden County School Board, for construction or repairs shall be required, before commencing the work, to execute and record in the public records of the county where the Work is located, a payment and performance bond with a surety company authorized to do business in Florida. *F.S. 255.05.*
1. For Work \$100,000 or less, no payment and performance bond shall be required unless specified otherwise.
  2. Evidence of bonding capability for the following major subcontractors may be required to be included with the Bid:

- a. Mechanical
  - b. Electrical
  - c. Plumbing
  - d. Roofing
  - e. Shell and Concrete
3. For the "Performance Bond and Payment Bond", (AIA) Document A312, March 1987 Edition shall be used.
  4. When Bonds are required, a statement from a qualified Surety company giving evidence of bonding capability at 100% of the Contract Amount being bid, must accompany all project proposals or Sub-Contractor bids.
  5. The respective performance and payment bonds shall:
    - a. Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
    - b. In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.
- B. Insurance:** Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals. Before providing any services the Contractor, at its own expense, shall obtain for itself and its personnel and will maintain the following insurance coverage throughout the term of this Agreement. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.
1. **Workers' Compensation:** The Contractor and all Sub-Contractors must include proof of current Workers' Compensation insurance with their Proposal or Bid. Such proof of insurance must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department of Financial Services or a copy of the employer's authority to self-insure. *F.S. 440 and 489.114.*
    - a. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*
  2. **Liability Insurance:** Comprehensive general liability insurance coverage (including, but not limited to, contractor's commercial liability coverage and automobile liability coverage for vehicles) for services, Work, and construction contemplated under this Agreement, for limits not less than \$1 million per occurrence.
    - a. The Owner shall be exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance.

3. **Property Insurance:** Property Insurance shall be required upon the entire Work at the site for the full insurable replacement value thereof. This insurance shall include the interests of GCS, the Construction Manager, subcontractors, and Trade Contractors. Property damage coverage shall include “all risk” coverage for physical loss or damage to the property, equipment, and items. It shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
    - a. The Gadsden County School Board shall be named as additional insured on policy.
    - b. For project less than \$100K, Property Insurance may be waived at the Owner’s discretion.
    - c. Any special insurance requirements will be addressed in the Special Conditions.
- 1.22 **Familiarity with Laws:** The Bidder shall be familiar with and perform work in accordance with all Federal, State and Local laws, ordinances, rules and regulations affecting the work. Ignorance of them on the part of the Proposer shall in no way relieve it from responsibility.
- A. All public educational and ancillary plants constructed by a board must conform to the Florida Building Code, Florida Fire Prevention Code and State Requirements for Educational Facilities (SREF), *Section 1013.371, F.S.*
- 1.23 **Florida Product and Labor:** *Section 255.04 F.S.* requires that on public building contracts, Florida products and labor shall be used when price and quality are equal to out of state submissions.
- 1.24 **Taxes and Assessments:** 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. *Section 192 F.S. (Reference Article 3.6 of the General Conditions.)*
- A. 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.
- 1.25 **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *section 287.017 F.S.* for CATEGORY TWO for a period of 36 months from the date of being placed in the convicted vendor list.
- A. The Bidder shall complete and submit with their bid, a Public Entity Crime Statement Form, 04103, provided herein.

- 1.26 **Background Screening:** As required by the Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any contractor's employees/independent contractors or subcontractors, employees/independent contractor will have access to school grounds when students are present, have direct contact with students, or have access to our control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s.1012.465, Florida Statutes] The requirements of this law must be met in order for the SBGC to contract with your company. By responding to this Invitation to Bid, you agree to abide by all SBGC policies and procedures in regards to Florida Statutes sections 1012.315, 1012.32, 1012.465 **The Jessica Lunsford Act**, 1012.467 and 1012.468 There is a fingerprinting fee associated with these procedures. Refer to the School Board website (<http://www.gcps.k12.fl.us/>), Jessica Lunsford Act. This web site is updated as policies and procedures are put into place. The Vendor/Contractor 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 District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor 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 Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the School Board of Gadsden County.
- Where:** School Board of Gadsden County – Walker Administration Building  
35 Martin Luther King, Jr., Blvd. Quincy, Florida 32351
- When:** Monday – Friday 8:00 a.m. – 4:00 p.m. Call for an appointment
- Contact:** Human Resources Department,  
Sharon Gilcrease @ 850-627-9651 ext.1244 or [gilcreases@gcpsmail.com](mailto:gilcreases@gcpsmail.com)
- 1.27 **Drug Free Workplace:** The Gadsden County School District is a drug free workplace. Bidders shall include with their Bid, a Drug Free Workplace declaration found in this document.
- 1.28 **Verification of Employment:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Gadsden County School Board.
- 1.29 **Reciprocity of Florida School I.D. Badges:** If Vendor/Contractor has a Level 2 clearance - State Vendor Badge (good for 5 years) they will need to contact our HR Dept. to check verification by provide a copy of the badge or social security number of the employee(s) needing verification beforehand. There is **no additional cost for verifying the State Vendor Badge. BADGES MUST BE WORN AT ALL TIMES while working for the School Board of Gadsden County.**
- 1.30 **Non-Discrimination:** The Gadsden County School District does not discriminate against any person on the basis of race, color, ethnicity, genetic information, national origin, religion, gender, marital status, disability, or age in programs or activities. *Section 202 of*

*the Office of Federal Contract Compliance Programs (OFCCP) Executive Order 11246 as amended.*

- A. The Contractor and all Subcontractors shall comply with Applicable Laws regarding equal employment opportunity. As required, the Contractor and Subcontractor agrees to both of the following:
1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status or color, shall discriminate against.
  2. No contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, or color, shall discriminate against or intimidate any employee hired for the performance of work under the contract.
- 1.31 **Federal Debarment Certification:** Certification regarding debarment, suspension, ineligibility and voluntary excluding as required by Executive Order 12549, Debarment and Suspension, and implemented at 34CFR, Part 85, as defined at 34 CFR Part 85, Sections 85-105 and 85-110(ED80-0013).
- A. The prospective lower tier (\$100,00) participate certifies, by submission and signature of this bid, 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.
- B. 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 bid.
- 1.32 **Conflict of Interest:** The award hereunder is subject to the provisions of *Chapter 112, Florida Statutes*. All Bidders must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 1.33 **Related Party Transactions:** The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.
- A. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.
1. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of this agreement.



2. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods or service from some person or entity other than a related party according to the terms of this agreement.
- 1.34 **Direct Purchase:** The Bidder shall include in the Bid the cost of all equipment, materials and labor. GCS, however, shall be allowed to purchase any number of items it chooses to directly as allowed by *Section 212.08(6) F.S.* for tax savings. The Contract and Purchase Order, in such case, shall be amended by change order.
  - 1.35 **Execution of Proposal:** Bids must contain an original manual signature of an authorized representative. Failure to properly sign the bid may invalidate it and it may not be considered for award. **Any illegible entries, pencil proposals or corrections not initialed may not be considered.** The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by bidder and attached to the bid.
  - 1.36 **Number of Copies:** The Bidder shall submit one (1) original complete set of its Bid and two (2) copies of the original complete Bid. Bids consisting of more than 30 pages shall be required to submit one (1) additional electronically on a USB flash drive in PDF format.
    - A. The Original Bid shall be signed, as specified above, with all supporting documentation as defined herein.
    - B. Copies and electronic PDF sets shall be complete copies with supporting documentation and signatures.
  - 1.37 **Bid Preparation Costs:** The District shall not be liable for any expenses incurred in connection with the preparation of a response to this ITB.
  - 1.38 **Due Date and Time:** The date and time will be carefully observed. Bids received after the specified date and time shall be returned unopened. Neither the Owner or Construction Manager shall be responsible for late deliveries or delayed mail. The time stamp provided at time of submission shall serve as the official authority to determine lateness of any Bid.
    - A. The Bidder may submit the Bid in person or by mail/courier service. The Owner cautions Bidders to assure actual delivery of mailed or hand delivered Bids prior to the deadline.
  - 1.39 **Delays in Bid Schedule:** The Owner, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the School to do so. Bidders shall be notified of all changes in scheduled due dates by written addendum.
  - 1.40 **Additional Information:** No additional information may be submitted, or follow-up performed by any Bidder after the stated due date unless specifically requested by the Owner.
  - 1.41 **Affirmation:** By submission of a Bid, the Bidder affirms that its proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The Bidder agrees to abide by all terms and conditions of this ITB and the resulting contract. No outside terms and conditions will be considered unless approved by the Owner.

- 1.42 **Advertising:** In submitting a Bid, the Bidder agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the Gadsden County School Board.
- 1.43 **Accuracy of Bid Information:** Any Bidder which submits in its Bid to the Owner or the Contractor any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- 1.44 **Bid Opening:** The Bids will be publicly open and read as required by 255.0518 F.S. and defined in the Schedule of Events. Incomplete or non-responsive bids will be removed from consideration.
- A. Compliance will be verified of the apparent low bidder to confirm Project Specifications and Intent have been met prior to recommendation.
  - B. The right is reserved to contact the bidder for clarification if needed in determining compliance.
  - C. If the apparent low bidder is deemed non-compliant the next low bidder will be evaluated for compliance.
- 1.45 **Identical or Tie Proposals:** In the event two (2) or more bidders submit the exact same dollar amount the following criteria, in order of importance, shall be used to break said tie:
- (1) Drug-Free work place
  - (2) Proposer's place of business is within Leon, Gadsden or Wakulla Counties,
  - (2) Florida proposers,
  - (3) by flip of coin, when all other factors are equal,
- 1.46 **Acceptance/Rejection of Bids:** The right is reserved to waive minor irregularities in any bid or to reject any and all bids in whole or in part, with or without cause, and/or to accept the bid that in its judgment will be in the best interest of GCS. (*Reference Article 14 of the General Conditions*)
- A. Minor irregularities are defined to be a variation from the ITB terms and conditions which do not affect the price of the bid or give the vendor an advantage or benefit not enjoyed by other vendors or does not adversely impact the interest of GCS.
- 1.47 **Disqualification:** Any or all Bids will be rejected if:
- (1) There is reason to believe that collusion exists between Bidders.
  - (2) Bids in which the prices obviously are unbalanced will be subject to rejection.
  - (3) Bids not acknowledging all addenda may be rejected.
  - (4) Incomplete or illegible bids will be rejected.
- 1.48 **Bid Recommendation:** After public opening and confirmation the apparent low bidder has met Project intent a bid recommendation shall be presented to the owner for review and concurrence.
- A. When there is weighted information requested in the ITB and two or more Bids are close in total sum, those Bids will be examined giving reasonable value and

importance to the weighed items. The low Bidder will be determined by consideration of all requested information.

- 1.49 **Posting of Results:** Bid tabulations with recommended award will be posted for review by interested parties in the main lobby window of the Administration Building located at 35 Martin Luther King Jr. Blvd., Quincy, Florida 32351, on the date specified in the Schedule of Events and will remain posted for a period of 72 hours.
- 1.50 **Protests:** In the case of any doubt or difference of opinion as to the items or services to be furnished hereunder, the decision of the Owner shall be final and binding on all parties. Any person who is adversely affected by the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and state holidays excluded) after the posting of the solicitation. Any person adversely affected by a decision or intended decision shall file a written protest within 72 hours (Saturdays, Sundays and state holidays excluded) of posting. **Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.**
- 1.51 **Public Records:** Upon award or ten (10) days after opening, whichever is earlier, Bids become "public record" and shall be subject to public disclosure consistent with *chapter 119.07(3) (m), F.S.* Bidders must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record. *Section 119.07 F.S.*
- 1.52 **Invoicing and Payment:** Payment will be made after being inspected and found compliant with project specifications, free of damage or defect, properly invoiced, meeting all conditions below to be considered as a valid payment request:
- A. For Projects where partial payments are made the following requirements apply:
1. Timely submission of Invoice on AIA documents G702 & G703.
  2. All invoices shall consist of one (1) original and three (3) copies; clearly referencing the purchase order number. The continuation sheet shall reflect only percentages completed, no projections.
- B. For Projects less than \$50,000 where all work is completed before invoicing, only one (1) invoice, on company letterhead, clearly referencing the project name and purchase order number is required.
- 1.53 **Indemnification:** To the fullest extent permitted by law, the Bidder shall indemnify, hold harmless and defend the District, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the Bidder or other person utilized by the Bidder in the

performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the District as set forth in Section 768.28, Florida Statutes.

The Bidder, without exemption, shall indemnify and hold harmless the District, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the Bidder. If the Bidder used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. *(Reference Article 3.18 of the General Conditions.)*

- 1.54 **Withdrawal of Bid:** A written request for withdrawal, signed by the vendor, on the Vendor's company letterhead, may be considered if received within 72 hours of the bid opening time and date indicated in the schedule of events. A request received in accordance with this provision may be granted by the department upon proof of the impossibility to perform based upon obvious error on the part of the vendor.

## PART 2 – ADDITIONAL REQUIREMENTS FOR BIDS BY OWNER

- 2.1 **Vendor ID:** All individuals or firms wishing to do business with The Gadsden County School District, whether a Consultant, Contractor, Subcontractor or Material provider, must submit a completed W-9 and receive a Vendor ID prior to submitting a Bid. A Vendor ID No. is mandatory for receiving a PO.
- A. If you previously registered as a vendor and received your vendor ID number there is no need to re-submit, just reference your number on the Bid Form.
- 2.2 **Bidding Limits:** In addition to the limits specified in 1.4 of this section, all Bids of \$15,000 and up must be approved by the Gadsden County School Board prior to issuing a PO or starting work.
- A. Board meetings are the last Tuesday of each month with agenda items due the 10<sup>th</sup> of the month.
- 2.3 **Bid Organization and Submission:** It shall be required for the Bid to be organized as specified below. This allows for easy identification of subject material and the ability to confirm compliance.
- A. The Bidder shall submit the Bid proposal organized in a 3 ring or spiral binder with each section separated by tabs that are labeled and numbered.
- B. **NOTE:** Bids not submitted in this format may be considered non-compliant and returned unopened.
- 2.4 **Bid Format:**
- A. **COVER PAGE:** The cover page shall identify
1. The Bidder's Name and Address
  2. Bid due date and time
  3. ITB number
  4. The Owner, Gadsden County School Board

5. The Project Name
- B. **TAB 1 – Letter of Intent:** This letter will summarize in a brief concise manner, the Bidder understands the Terms, Conditions and Scope of Work and that they will make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an authorizing agent of the Bidder and include their title. The letter should not exceed two (2) pages in length.
- C. **TAB 2 – Corporate Information:** If the Bidder is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying Bidder's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the State of Florida.
- D. **TAB 3 – Bid:** Use the Bid form, on Company Letterhead, to present total on the leading page. Modify form as needed to include all addendums and alternates.
1. When Allowances are substituted, the Contractor shall identify them and include justification for use. Allowances shall include all associated cost.
- E. **TAB 4 – Schedule of Values:** Provide a preliminary schedule of values for each trade/ division.
1. Identify any anticipated long-lead items and outline the plan for procuring those items within the anticipated project schedule.
- F. **TAB 5 – Product Submittals:** Provide detailed description of the proposed equipment along with cut-sheets, drawings, sample reports, performance and test data, and any other information that would be useful for confirming compliance with project intent.
1. **Warranties:** List number of years equipment, if any, is warranted. Length of warranty may be considered in determining recommendation.
- G. **TAB 6 – Acknowledgement of Addenda:** Include signed and dated addenda acknowledgement forms for addenda issued by GCS, if applicable.
1. If applicable, include the completed "List of Sub-Contractors" form as required by *Section 255.0515, F.S.*
- H. **TAB 7 – Bidder Qualifications:** The Bidders must provide evidence they possess the following minimum qualifications to be considered.
1. Copy of Florida License or Certifications qualifying the Bidder to perform the work being solicited.
- I. **TAB 8 – Insurance and Bonding:**
1. **Insurance:** Copies of all certificates of insurance shall be provided.
2. **Bonding:** Provide evidence, from a Florida licensed Surety Company, that Proposer is capable of providing performance and payment bond for full cost of project if Proposal is \$100,000 dollars or more.

- J. **TAB 9 – Other Required Information:** The Proposal shall also include the following information, as required by Law:
1. **Addendum Acknowledgement:** Provide a copy of all addenda.
  2. **List of Subcontractors:** Provide a completed subcontractors form.
  3. **Public Entity Crime Law:** Assurance of conformance with Public Entity Crime Law as required by *Section 287.133(2) (a), F.S.*
  4. **Trench Safety Act:** Reference to the trench safety standard, where relevant and written assurance that the contractor will comply with the Trench Safety Act as required by *Sections 553.60 through 553.64, F.S.*
  5. **Drug Free Workplace:** Provide a statement concerning the proposer's status as a drug free workplace
  6. **Minority and Woman Owned Declaration:** Include a signed copy of the included form.
  7. **Conflict of Interest:** Include a signed copy of the included form.
  8. **Proposer's Registration:** Include a signed copy of the included form.
- 2.5 **Posting of Results:** Bid tabulations with recommended awards will be posted for review by interested parties in the Administration Building and will remain posted for a period of 72 hours.

END OF SECTION 00204

## **SECTION 00243 – PROJECT SCOPE**

### **SUMMARY**

The intent of this solicitation is to secure a contract with a qualified contractor to provide the services, equipment or materials as specified herein and when applicable, in accompanying specification books, plans and submittal documents.

### **PART 1 – PROJECT SCOPE**

1.1 *(Insert project details here)*

### **PART 2 – FUNDING**

2.1 *(Insert project funding source and amount here)*

END OF SECTION 00243

**SECTION 00300 – AVAILABLE INFORMATION**

- 1.1 **Preliminary Schedule:** A preliminary schedule shall be included in the Construction Documents. It is the Contractor's responsibility to review the required schedule and incorporate any necessary overtime wages or accelerated material delivery costs into their bid. Failure to do so will not release them from meeting the schedule at the bid amount.
- A. The completed form 00416- Preliminary Schedule is included herein.
- 1.2 **Existing Conditions:** The Owner shall provide access to the site. It is the Contractor's responsibility to familiarize themselves with conditions of the site that may in any manner affect cost, progress or performance of the Work.
- 1.3 **Construction Documents:** A full set of Construction Documents shall be made available to each Bidder.
- 1.4 **Environmental Assessment Information:** When available, the Owner shall provide copies of environmental assessments and/or testing results.
- 1.5 **Existing Hazardous Materials:** The Owner shall notify the Contractor if there are any Existing Hazardous Materials within the Work site.
- 1.6 **Geotechnical Data:** Any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them.
- A. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.
- B. The report may be reasonably relied on by Bidders but do not represent a warrant or guarantee of subsurface conditions by either the Owner or the Project Consultant.
- 1.7 **As-Built Drawings:** Various "as-built" drawings and specifications from the construction of the original facility or subsequent projects on the project site may be available at the Office of Facilities, Planning & Construction.
- A. The "as-built" drawings and specifications may be reasonably relied on by Bidders but do not represent a warrant or guarantee of existing conditions by either the Owner or the Architect.

END OF SECTION 00300



**FORM 00411**

### **TRENCH SAFETY STANDARDS**

Any trench excavation having a depth in excess of five (5) feet will be subject to the Excavation Safety Standards established by the Occupational Safety and Health Administration, 29. C.F.R. s. 1926.650 subpart P.

By the signature of its undersigned authorized representative, the Bidder hereby assures the Owner that any such excavation performed by the Bidder will be performed in compliance with all applicable trench safety standards.

The cost of compliance with applicable trench safety standards is estimated by the bidder to be \$ \_\_\_\_\_ which cost is included in the amount of the bid.

The specific methods of compliance with applicable Trench Safety Standards, and the cost of compliance are as follows:

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\_\_\_\_\_  
Authorized Official's Signature

FORM 00414

### ADDENDUM TO SOLICITATION DOCUMENTS

Gadsden County Schools  
35 Martin Luther King Jr. Blvd.  
Quincy, Florida 32351

Solicitation Addendum No. \_\_\_\_\_

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

ITB No. \_\_\_\_\_

Project Name: \_\_\_\_\_

#### NOTICE TO ALL BIDDERS

The following addendum shall be made part of the Contract Documents and the Bidder shall acknowledge receipt on the Bid Form. It is being issued for the purpose of clarifying the intent of the Contract Documents. Each Bidder is instructed to incorporate this addendum into their Bid Documents and bid accordingly.

#### PRE-BID QUESTIONS and ANSWERS

1	Q	
	A	
2	Q	
	A	
3	Q	
	A	
4	Q	
	A	
5	Q	
	A	
6	Q	
	A	
7	Q	
	A	
8	Q	
	A	

\_\_\_\_\_  
Preparer's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Agent

\_\_\_\_\_  
Date

**NOTE: This document must be signed and included with your Bid**



FORM 00416

### PRELIMINARY PROJECT SCHEDULE

This is the Owner’s preliminary project schedule in advance of Contractor review and comment. The dates have not been finalized and subject to change. However, it should be noted, frequently the Substantial Completion date is dictated by program needs and not flexible.

While estimating a bid, the Bidder should make every effort to maintain the Substantial Completion date. The Owner reserves the right to abandon the project in whole or part if the schedule cannot be met and deemed in the Schools best interest.

Name of Project: \_\_\_\_\_

Anticipated Board Approval Date: \_\_\_\_\_

**Preliminary Schedule:**

Action	Date	Construction Duration	No. of Days Required
CD Completion Date:		0	0
Pre-Bid Conference			
Date Bid Due:		0	0
Board Meeting:		0	0
Notice to Proceed:		0	0
Substantial Completion:		0	0
Final Completion:		0	0
Total:			

**NOTE: GCS’s Board agenda items must be submitted no later than the first of each month. GCS’s Board meetings are the 4<sup>th</sup> Tuesday of each month.**

Estimated Construction Duration: \_\_\_\_\_ (days)

Signature below indicates the construction documents have been reviewed and the Bidder’s confident the Schedule can be maintained.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FORM 00423

GUARANTEED MAXIMUM PRICE PROPOSAL FORM

(TO BE COPIED BY THE BIDDER ON THEIR LETTERHEAD AND SUBMITTED)

TO: Gadsden County School Board
35 Martin Luther King Jr. Blvd.
Quincy, Florida 32351

FROM:
Office:
Cell:
E-mail:

Vendor ID:

Gentlemen:

I have received the Bid Documents entitled " "
dated as prepared by . I have also received the
following Addenda numbers , , , , , , and have included their provisions in my proposal.
I have examined all the Construction Documents and the site and submit the following GMP. \$

Alternate #1 \$
Alternate #2 \$
Alternate #3 \$

By submitting this proposal, I agree:

- 1 To enter into and execute a contract within ten (10) calendar days after notice of award, and to furnish performance bonds and labor and material payment bonds in accordance with the general conditions.
2 To accomplish the work in accordance with the Contract Documents and to commence such work on the date to be specified by the Architect in the written "Notice to Proceed" and to substantially complete the project on or before the date specified in the Contract Documents and to final completion within 30 days from substantial completion.
3 To pay as liquidated damages, the sum of \$1000.00 for each consecutive day after the date for substantial completion, as specified in the Contract.
4 To pay the sum of 1/4 of the rate previously indicated for each consecutive day beginning 30 days after the date of substantial completion until final completion.
5 To allow being withheld 3 times the installed market value of any item on the punch list, as determined by the Architect, that has not been completed at the time of final completion.

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, GADSDEN COUNTY SCHOOL BOARD 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.

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

Authorizing Signature

(SEAL)

Date

FORM 00450

### DRUG-FREE WORK PLACE

Drug-Free Work Place: Yes \_\_\_\_\_ N/A \_\_\_\_\_

If **yes** please complete the form.

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

Publish statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee’s community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
*Proposer’s Signature*

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

**FORM 00451**

**SWORN STATEMENT UNDER SETION 287.133 (3) (A)  
FLORIDA STATUTE ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract for: \_\_\_\_\_  
\_\_\_\_\_
2. This sworn statement is submitted by, \_\_\_\_\_, whose business address is, \_\_\_\_\_, and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
 

Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA

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

Notary Public

My Commission expires: \_\_\_\_\_



FORM 00452

## MINORITY AND WOMAN OWNED BUSINESS DECLARATION FORM

Minority/Woman Owned Business: Yes  N/A

If yes, please complete the form.

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703, Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- African American
- Hispanic American
- Native Americans
- Asian American
- American Woman

**Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.**

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statues 288.703 definitions – As used in section 288.703, the following words and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employe 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a)

certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group’s control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term “related immediate family group” means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.
- (3) “Minority person” means a lawful, permanent resident of Florida who is:
  - a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
  - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
  - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
  - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
  - e. An American woman.
- (4) “Certified minority business enterprise” means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) “Department” means the Department of Management Services.
- (6) “Ombudsman” means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) “Financial institution” means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) “Secretary” means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

**FORM 00453****INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

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1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
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 of 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has 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”, “voluntarily exclude”, as used in this clause, have the meanings 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 these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, but is not required to check the Non-Procurement List.
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.

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

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT**  
**Suspension, Ineligibility and voluntary exclusion**  
**lower tier covered transactions**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

\*\*\*\*\* BEFORE COMPLETING CERIFICATION, READ INSTRUCTIONS ON NEXT PAGE \*\*\*\*\*

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

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

\_\_\_\_\_  
*Organization Name*

\_\_\_\_\_  
*Printed Names and Title*

\_\_\_\_\_  
*Signature*

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

FORM 00454

CONFLICT OF INTEREST STATEMENT

I HEREBY CERTIFY that

- 1. I, *(printed name)* \_\_\_\_\_, am the *(Title)* \_\_\_\_\_ and the duly authorized representative of the firm of *(Firm Name)* \_\_\_\_\_ whose address is \_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
*Address City State Zip Code*

and that I possess the Legal authority to make this affidavit on behalf of myself and the firm for which I am acting;

- 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- 3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): \_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Firm 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.

(Seal)

\_\_\_\_\_  
 Notary Public – State of \_\_\_\_\_  
 Type or print name:  
 \_\_\_\_\_

Commission No.: \_\_\_\_\_  
 Commission Expires: \_\_\_\_\_

FORM 00456

Form <b>W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : : : : : :
or
Employer identification number : : :

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

FORM 00457

### IDENTIFICATION LABEL

**NOTICE TO ALL PROPOSERS:** A label has been provided to properly identify your bid. Place the proposal in a sealed envelope, complete the label and affix it to the front of the box.

The Superintendent’s office is open 8 a.m. – 5:00 p.m. Monday through Friday. If you hand deliver a proposal, a representative will be available to time/date stamp your submittal during these hours.

Cut out the label below and attach it to your envelope or box.

<b>SEALED PROPOSAL – DO NOT OPEN</b>	<b>SEALED PROPOSAL – DO NOT OPEN</b>
<b>Proposal Title:</b>	_____
<b>RFQ Number:</b>	_____
<b>Opened Date:</b>	_____
<b>From:</b>	_____
<b>Address:</b>	_____
	_____
<b>Deliver To:</b>	<b>School Board of Gadsden County</b>
	<b>Finance / Purchasing Department</b>
	<b>35 Martin Luther King Jr. Blvd.</b>
	<b>Quincy, Florida 32351</b>
<b>SEALED PROPOSAL – DO NOT OPEN</b>	<b>SEALED PROPOSAL – DO NOT OPEN</b>

**SECTION 00524 – FORM OF AGREEMENT – GUARANTEED MAXIMUM PRICE (GMP)**

AIA Document A102–2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall be issued, as modified, on this project as the Agreement Form.

This form of agreement is appropriate for use on large projects. AIA Document A102–2007 is not intended for use in competitive bidding. A102–2007 adopts by reference and is intended for use with AIA Document A201–2007, General Conditions of the Contract for Construction.

END OF SECTION 00524



## SECTION 00720 – GENERAL CONDITIONS OF THE CONTRACT

### SUMMARY

- 1.1 The “General Conditions of the Contract for Construction” of the American Institute of Architects, **AIA Document No. A201-2007**, inclusive, is a part of this Contract, it is incorporated herein.
- 1.2 The Contractor is hereby specifically directed, as a condition of the Contract, to acquaint himself with the Articles contained therein and to notify and appraise all Subcontractors, Suppliers and any other parties of the Contract or individuals or agencies engaged in the work as to its contents.
- 1.3 No contractual adjustments shall be due or become exigent as a result of, or failure on the part of the Contractor to fully acquaint himself and all other parties to the contract with the conditions of Document A201-2007.

END OF SECTION 00720

**SECTION 00 73 00 – SUPPLEMENTAL CONDITIONS OF THE CONTRACT****SUMMARY**

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201 - 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or clause shall remain in effect.

The "Conditions of the Contract" apply to all Contracts and Subcontracts and shall be referenced and included in both the Form of Agreement and A401-2007 Agreements.

**ARTICLE 1 – GENERAL PROVISIONS****1.1 BASIC DEFINITIONS****1.1.1 Add the following to the first sentence:**

“and including Performance Bond and Labor and Material Payment Bond”.

**1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add the following Subparagraph 1.2.4 to 1.2:

**1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:**

1.2.4.1 The Agreement.

1.2.4.2 Addenda, with those of later date having precedence over those of earlier date.

1.2.4.3 The Supplementary Conditions.

1.2.4.4 The General Conditions of the Contract for Construction.

1.2.4.5 Drawings and Specifications.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

**1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

Delete Subparagraph 1.5.1 and substitute the following:

1.5.1 Subject to any rights the Design Professionals may have, the Contract Documents, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Design Professional, Contractor, Subcontractor or others.

**1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

Add Subparagraph 1.6.1, 1.6.2 and 1.6.3 to 1.6:

- 1.6.1 The Architect shall provide the Owner electronic copies of design and construction documents, in pdf. and/or CAD formatting, upon request, for the purpose of planning and review.
- 1.6.2 The Architect shall NOT provide any other entity design and construction documents without the written consent of the Owner.
- 1.6.3 The Owner assumes nor implies any responsibilities in design, equipment coordination or distribution of Construction Documents. The Owner warrants the use of Preliminary Documents for internal planning and review only.

## ARTICLE 3; CONTRACTOR

### 3.2 REVIEW OF CONTRACT DOUCMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following Subparagraphs 3.2.2.1 to 3.2

- 3.2.2.1 Prior to commencing any excavation or grading, the Contractor shall satisfy himself as to the accuracy of all survey data as indicated in these Drawings and Specifications and/or as provided by Owner. Should the contractor discover any inaccuracies, errors, or omissions in the survey data, the Contractor shall immediately notify the Architect in order that proper adjustments can be anticipated and ordered. 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.

Delete Subparagraph 3.2.3 and replace with the following:

- 3.2.3 If, in Contractor's opinion, any work is indicated on Drawings, or is specified in such a manner as will make it impossible to produce a generally acceptable piece of work, or should discrepancies appear between drawings and specifications, he shall refer it to Architect for decision before proceeding with Work.

Add the following Subparagraphs 3.2.5, 3.2.6, and 3.2.7, to 3.2

- 3.2.5 If Contractor fails to make such reference, no excuse will thereafter be entertained for failure to carry our work in satisfactory manner. Should a conflict occur in or between Drawings or Specifications, Contractor shall be deemed to have estimated on a more expensive way of doing work unless he shall have asked for and obtained a decision, in writing, from Architect before submission of proposal as to which method or materials will be required.
- 3.2.6 Figures govern scale dimensions and large scale drawings govern those of smaller scale. If drawings and specifications conflict or require any clarification that was not obtained prior to bidding, the Contractor shall estimate and include in his bid the more expensive method or material. No deviation shall be made from plans and specifications except upon written order of the Architect.
- 3.2.7 Before beginning work at the site, the Contractor shall attend a preconstruction 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.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Subparagraphs 3.3.4, 3.3.5, 3.3.6, and 3.3.7 to 3.3:

- 3.3.4 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.
- 3.3.5 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.
- 3.3.6 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 may constitute a substantial violation of the conditions of the Agreement.
- 3.3.7 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 also of the General Conditions.

### 3.4 LABOR AND MATERIALS

Add the following Subparagraphs 3.4.4, 3.4.5, 3.4.6, 3.4.7 and 3.4.8 to 3.4:

- 3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications), Section "Product Requirements."
- 3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:
- 3.4.5.1 Represents that the Contractor **has personally investigated the proposed substitute** product and determined that it is equal or superior in all respects to that specified;
  - 3.4.5.2 Represents that the Contractor will **provide the same warranty** for the substitution that the Contractor would for that specified;
  - 3.4.5.3 Certifies that **the cost data presented is complete and includes all related costs** under this Contract, including the Architect's or Engineer's redesign costs, and

waives all claims for additional costs related to the substitution which subsequently become apparent; and

3.4.5.4 **Will coordinate the installation** of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.4.6 The Contractor shall follow all specified and manufacturer's standards for Delivery, Storage and Handling of all products. All products that require storage in a climate-controlled environment shall be so handled. In all cases the more stringent guidelines shall be followed.

3.4.7 The Contractor shall follow all specified and manufacturers' instructions and conditions for installation of all products and finishes.

3.4.8 No substitution will be considered for metal roofing, metal fascia or door hardware.

### 3.5 WARRANTY

Add the following Subparagraphs 3.5.1 and 3.5.2 to 3.5

3.5.1 The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

3.5.2 The Contractor shall provide the Owner with written warranties covering the work for the periods of time specified in the Contract Documents. As a minimum the work will be guaranteed against defects in materials and workmanship for one year from the date of Substantial Completion of the project by the Owner with all mechanical equipment compressors guaranteed for five years from the date of Substantial Completion. The date of Substantial Completion shall be the beginning date of all warranties (see Article 8).

### 3.6 TAXES

Add the following Subparagraph 3.6.1 and 3.6.1.1 to 3.6

3.6.1 Although the Owner is not subject to the Florida Sales and Use Tax, any Contractor who purchases materials which will be used in the construction of a publicly-owned building will not be exempt from the sales tax on those materials as evidenced by the following except from the Florida Statutes:

3.6.1.1 "The State, any county, municipality or political subdivision of this state is exempt from the sales tax, except this exemption shall not include the sales of tangible personal property made to contractors employed either directly or as agents of such government or political subdivision thereof when such tangible personal property going into or becomes a part of public works owned by such government or political subdivision thereof."

### 3.7 PERMITS, FEES AND NOTICES

Add the following to the end of Subparagraph 3.7.1:

The Owner is not subject to cost of Municipal Building Permits.

Add the following Subparagraphs 3.7.6 TO 3.7:

3.7.6 The Contractor shall meet the latest requirements of the United States Department of Labor Occupational Safety and Health Standards and comply with The Manual of Accident

Prevention in Construction, all applicable safety and sanitary laws, regulations, and ordinances and any safety rules or procedures. The Contractor shall provide the Owner evidence of compliance at each Project Meeting.

### 3.9 SUPERINTENDENT

Delete Subparagraph 3.9.1 and substitute the following:

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 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 Owner and Architect that the existing Superintendent will be leaving the job on a specific date and that all job work shall cease after said date until a satisfactory replacement Superintendent is found, acceptable to the Owner, Architect, and physically present on the site, properly authorized and briefed by Contractor.

Delete the first sentence in Subparagraph 3.9.2 and substitute the following:

3.9.2 The Contractor shall submit to the Owner and Architect the name and resume of the proposed Superintendent for the Contractor at the preconstruction conference to allow investigation by Owner and Architect.

Add the following Subparagraphs 3.9.4 to 3.9:

3.9.4 The Superintendent shall represent the Contractor in the Contractor's absence and all directions given to the Superintendent shall be 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. The superintendent shall attend the Pre-Construction Conference and all Progress Meetings.

### 3.10 CONTRACTORS CONSTRUCTION SCHEDULES

Delete Subparagraph 3.10.1 and substitute the following:

3.10.1 The contractor shall furnish, not later than 15 days after receipt of "Notice-to-Proceed", a Critical Path bar-chart schedule showing the expected times of completion of the various stages of work on this project. The work headings therein shall correspond generally with the headings listed in the Contractor's Schedule of Values. During progress of the work the Contractor shall enter on the schedule the 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 bar-chart schedule.

Add subparagraph 3.10.4, 3.10.5 and 3.10.5.1 to 3.10

3.10.4 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.

3.10.5 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.

3.10.5.1 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.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Delete the last sentence of 3.11 and substitute the following:

These shall be available to the Owner and Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as the "Record Drawings" of the Work constructed or "As-built Drawings".

Add the following Subparagraph 3.11.1 to 3.11:

3.11.1 Copy of Toxic Substance List 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

Add the following Paragraph to 3.12:

3.12 Within a reasonable amount of time, before the first pay application, the Contractor shall submit to the Architect and Owner a Submittal list of all Shop Drawings, Product Data and Samples. The Owner will notify the Architect which items they reserve the rights of review and approval on. Those items indicated will require Owner approval before acceptance.

Add the following Subparagraphs 3.12.11, 3.12.12 and 3.12.13 to 3.12:

3.12.11 Shop Drawings and samples shall be dated and contain the following: name of project; project number; 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 to the requirements of the Contract Documents, such nonconformance shall be specifically noted on the face of the drawings. Refer to Division 1 Section "Submittal Procedures."

3.12.12 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.

3.12.13 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 3, which will be retained by the Architect/Engineer and Owner.

### 3.13 USE OF SITE

Add the following Subparagraphs 3.13.1 and 3.13.2 to 3.13:

3.13.1 Contractor shall access the Project site from roadways, right-of-ways, easements or temporary roadways as authorized by the Owner. Use of multiple project site access points shall be at the discretion of the Owner.

3.13.2 The Contractor shall present a plan, for approval by the Architect and Owner, showing all areas for safety fencing, staging, storage, job office, ingress and egress to the site. No work shall be done until this is approved.

### 3.15 CLEANING UP

Add the following to the end of Subparagraph 3.15.1:

3.15.1 Keep interior of the building and keep the area around the building free of stored or unattended combustible materials. This shall be done daily.

### 3.16 ACCESS TO WORK

Add Subparagraph 3.16.1 to 3.16:

3.16.1 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.

### 3.18 INDEMNIFICATION

Add to Paragraph 3.18

### 3.18 INDEMNIFICATION

Comply with the Florida Statutes, 725.06 Construction Contracts; Limitation on Indemnification.

Delete Subparagraph 3.18.1 and substitute with the following:

3.18.1 To the fullest extent permitted by law, the Contractor shall, for the sum of ten dollars (\$10.00) and other good and valuable consideration paid by the Owner and the Architect/Engineer individually, receipt hereby acknowledged by the Contractor, Indemnify and hold harmless the Owner and the Architect/Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself, including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 3.18.

Delete Subparagraph 3.18.2 and substitute the following:

3.18.2 The indemnification which the Contractor and Subcontractors are to provide under Paragraph 3.18 shall include, extend and insure to and be for the benefit of the Owner, Architect, their respective agents, and employees of any of them, and shall not be limited



in any way by any limitation on the amount of type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation or Employer's Liability Acts, disability acts, employee benefit acts or other legislation or rule of law, whether legislative, judicial, administrative or common law.

## ARTICLE 4; ARCHITECT

### 4.1 GENERAL

Add the following subparagraphs 4.1.4 to 4.1:

4.1.4 Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor.

Add the following subparagraph 4.1.5 to 4.1:

4.1.5 At the Contractor's expense, the Architect will provide the Owner 2 paper copies, 2 pdf disc copies of all record drawings and specifications. In addition, the Architect will provide AutoCAD files of ALL record drawings, coordinated with the Owner's record system.

### 4.2 ADMINISTRATION OF THE CONTRACT

Add the following to the end of the last Sentence of 4.2.13

4.2.13 ...and not objected by the Owner.

## ARTICLE 5; SUBCONTRACTORS

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Subparagraph 5.2.1 and replace with:

5.2.1 Unless otherwise stated in the Contract Documents or Bidding Requirements, within ten (10) days of award of Contract, the Contractor shall provide the Owner and Architect, completed Subcontractor Information Forms from each Subcontractor, including those who are to furnish materials or equipment fabrication, for review.

Add Subparagraph 5.2.5 to 5.2

5.2.5 No payment shall be made for any work provided through a Subcontract prior to the Owner receiving copy of the executed Subcontract. The Contractor, prior to submitting the first pay application, shall provide the Owner and Architect, copies of all executed Subcontracts.

## ARTICLE 7; CHANGES IN THE WORK

### 7.1 GENERAL

Delete Subparagraph 7.1.2 and substitute the following:

7.1.2 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 and Owner alone.

## 7.2 CHANGES ORDERS

Add the following sentence to paragraph 7.2

### 7.2 CHANGES ORDERS

A Change Order can only be initiated by submission of a completed Owner's Change Order Request Form.

Add the following Subparagraph 7.2.2, 7.2.3, 7.2.4 and 7.2.4.1 to 7.2:

7.2.2 The Contractor is responsible for all affected work that is a result of a Change Order. All changes required as a result of a Change Order should be reflected in the price of the Change Order. Any associated additional work that becomes evident after the Change Order has been signed will be made at the Contractor's expense.

7.2.3 When any one change increases or decreases the scope of the original contract, the proposal to change shall be supported by accurate cost data establishing the fair and current market value of the labor, materials, equipment, and incidentals required to accomplish the change, plus a margin to represent the contractor's profit and overhead. Cost data shall be in sufficient detail to enable the Architect or Engineer to confirm the accuracy of such proposal. Profit and overhead shall be added to additive change orders and shall be deducted on deductive change orders. No deduction shall be made for profit and overhead on deductive change orders in connection with Direct Material Purchases.

7.2.4 Cost shall be limited to the following: Cost of materials, including sales tax and cost of delivery, cost of labor, including Social Security, Old Age and Unemployment Insurance; Worker's Compensation Insurance; rental value of power tools and equipment. Overhead shall include the following: Bond premiums, supervision, superintendence, wages of timekeepers, watchmen and clerks, small tools, incidentals, general office expense and all other expenses not included in "cost." If the net value of a change results in a credit from the Contractor or Subcontractor, the credit given shall be the net cost plus overhead and profit except for Direct Material Purchase items. The cost as used herein shall include all items of labor, materials and equipment.

7.2.4.1 The allowance for overhead and profit combined, included in the total cost to the Owner shall be based upon the following schedule:

- (a) For the Contractor, for any work performed by his own forces, 15% of the cost:
- (b) For each subcontractor, for any work performed by his own forces, 15% of the cost:
- (c) For the Contractor, for work performed by his subcontractor, 7 % of the amount due the subcontractor.
- (d) 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.
- (e) 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".

- (f) In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and material shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will any charge over \$100.00 be approved without such itemization

### 7.3 CONSTRUCTION CHANGE DIRECTIVES

Delete first sentences of Subparagraph 7.3.7 and substitute the following:

- 7.3.7 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 in accordance with Clauses 7.3.10.1 through 7.3.10.6.

Delete Subparagraph 7.3.7.5 and substitute the following:

- 7.3.7.5 Cost of supervision and field personnel may be allowed when a contract time extension is allowed, which is directly attributed to the change.

Add the following Subparagraph 7.3.7.6 to 7.3.7:

- 7.3.7.6 Overhead shall include small tools, incidentals, general office and field office expenses, estimating, data entry and all other expenses not included in "cost".

Add the following Sentence to the end of Subparagraph 7.3.10 and Subparagraphs 7.3.10.1 thru 7.3.10.6

- 7.3.10 In Subparagraph 7.3.7, the allowance for the combined overhead and profit in the total cost to the Owner shall be based on the following schedule:

- 7.3.10.1 For the Contractor, for Work performed by the Contractor's own forces, a maximum of fifteen percent (15%) of the cost.

- 7.3.10.2 For the Contractor, for Work performed by the Contractor's Subcontractor, a maximum of seven percent (7%) of the amount due the Subcontractor.

- 7.3.10.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractors or Sub-subcontractor's own forces, a maximum of fifteen percent (15%) of the cost.

- 7.3.10.4 For each Subcontract for work performed by the Subcontractor's Sub-Subcontractor, a maximum of seven percent (7%) of the amount due the Sub-subcontractors.

- 7.3.10.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

- 7.3.10.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed

above. Where major cost items are subcontracts, they shall be itemized also. In no case will a charge over \$100.00 be approved without such itemization.

#### 7.4 MINOR CHANGES IN THE WORK

Delete the first sentence of Paragraph 7.4 and Substitute the following:

- 7.4 The Architect and Owner 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.

### ARTICLE 8; TIME

#### 8.2 PROGRESS AND COMPLETION

Add the following Subparagraph 8.2.4 to 8.2:

- 8.2.4 Failure to complete the Project within the time fixed in this Agreement will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, according to the definition of "Substantial Completion" in Subparagraph 9.8.1 of the General Conditions, within the time fixed or within such further time, if any, as may be authorized in accordance with the Contract Documents, the Contractor shall pay to the Owner as Liquidated Damages for such delay, and not as a penalty, \_\_\_\_\_ (\$\_\_\_\_\_ ) 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 indicated. 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.

Add the following Subparagraph 8.2.4.1 to 8.2:

- 8.2.4.1 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 DELAYS AND EXTENSIONS OF TIME

Add the following Subparagraph 8.3.4 to 8.3:

- 8.3.4 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 that particular time of the year. If the contractor files notice that he was delayed by weather sufficiently severe as to entitle him to additional time, he must send notification within 24 hours of the end of the event to be followed by supporting data with their next pay application but no longer than 30 days. 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 mean average of 10 years or more for any given time period as shown on NOAA, National Weather Service Forecast Office, Tallahassee, FL. If current rainfall is less than average, contract time will not be extended.

## ARTICLE 9; PAYMENTS AND COMPLETION

### 9.2 SCHEDULE OF VALUES

Add Subparagraph 9.2.1 to 9.2

9.2.1 The Contractor shall submit to the Architect the Schedule of Values within fifteen (15) days after receipt of Notice-to-Proceed in accordance with the schedule shown at the end of this Section. The General Contractor's overhead and profit for each item and sub-contract shall be included in each item. Refer to Division 1 - General Requirements. This schedule will be re-submitted for approval by the Architect. No pay requests will be approved until contractor has submitted an acceptable schedule of values.

Delete second sentence of Subparagraph 9.8.5 and substitute the following:

9.8.5 Upon such acceptance and consent of surety, if any, the Owner shall make payment of 50 % retainage applying to such Work or designated portion thereof.

## ARTICLE 10; PROTECTION OF PERSONS AND PROPERTY

### 10.2 SAFETY OF PERSON AND PROPERTY

Add the following Subparagraphs 10.2.1.4, 10.2.1.5 and 10.2.1.6 to 10.2:

10.2.1.4 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.

10.2.1.5 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.

10.2.1.6 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

Add the following Subparagraph 10.2.9 to 10.2:

10.2.9 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner. These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.

Add the following Subparagraph 10.2.10 to 10.2:

10.2.10 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

### 10.4 EMERGENCIES

Add the following Subparagraph 10.4.1 to 10.4:

10.4.1 The Contractor shall provide at the site, and make available to all workers, medical supplies and equipment necessary to supply first aid service to all persons injured in connection with the work. The Contractor shall report any and all accidents in writing to Insurance Company, Owner and Architect within twenty-four (24) hours of the occurrence. The report shall contain the following information and it shall be the responsibility of the Contractor to have an accident report filled out in triplicate and submitted as required above with (1) Name of Person or Persons and Home Address, (2) Location of Occurrence, (3) Time of Day and Date, (4) Description of Occurrence, (5) Statements of Witnesses and (6) Signature of Contractor's Superintendent. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Owner, giving full details of the Claims.

Add the following Subparagraph 10.4.2, 10.4.2.1, 10.4.2.2, 10.4.2.3 and 10.4.2.4 to 10.4:

10.4.2 **Mandatory Lockdown:** The Contractor shall familiarize itself, and all Subcontractors and all material providers with the Owners Mandatory Lockdown Procedure. It shall be the Contractor's responsibility to assure job site compliance.

10.4.2.1 The Contractor shall enclose the complete project site using 6 foot chainlink fencing. There are to be limited access points that are capable of being locked from the inside rapidly. If fencing is not practical for project conditions, the Contractor shall work with the Owner on an acceptable lockdown solution.

10.4.2.2 During an "Active Shooter" notification, the Contractor's Supervisor shall rapidly move all work activity to inside the fenced area and lock all entry points. During a "Lockdown" the Supervisor shall not let any individuals into the project site without personally recognizing them. All activity entering and leaving the project site will be suspended until the "All Clear" signal is given.

10.4.2.3 The Supervisor, immediately after locking down, shall discreetly verify all workers inside the project site are known to him and should be there. If an unknown individual is spotted, he's to immediately notify the Owners Police Department, 850-201-6100, and report it. Under no circumstances should the individual be confronted by the Supervisor or any other on site.

10.4.2.4 During a lockdown, all normal activities shall continue inside the fenced project site. A "Lockdown" event is not justification for a time extension or award for additional costs.

Add the following Paragraph 10.5:

10.5 STATE OF FLORIDA TOXIC SUBSTANCE ACT:

10.5.1 (Worker's Right to Know Law), Chapter 442, Florida Statutes; Contractors shall comply with all of the requirements of The Florida Toxic Substance Act, as amended (The "Act"), specifically, but not limited substance in construction, repair or maintenance of Public School Facilities.

A. All toxic substance enumerated in The Florida Substance List established pursuant to S. 442.103 Florida Statutes, that are to be used in the construction, repair or

maintenance of Educational Facilities are restricted to usage according to the following provision:

1. Before any substance may be used, the Contractor shall notify the Superintendent, the Director of Maintenance and the Architect/Engineer in writing at least ten (10) working days prior to using the substance. The notification shall contain:
    - (1) The name of the substance to be used.
    - (2) Where the substance is to be used.
    - (3) When the substance is to be used.
  2. There shall be attached to the notification a copy of a Material Safety Data Sheet as defined in S. 442.102, Florida Statutes, for each substance.
- B. The Contractor shall comply with, the safety precautions and handling instructions set forth in the Material Safety Data Sheet for each substance used by the Contractor so that usage of the substance poses no threat to the health and safety of the students, school personnel and the general public.

## ARTICLE 11; INSURANCE AND BONDS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

Delete Subparagraph 11.1.1 and substitute the following:

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Florida such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall provide the ISO Commercial General Liability policy for general liability coverage. All liability policies shall provide that the Owner is a named additional insured as to the operations of the Contractor under the Agreement and shall provide for the Severability of Insureds Provision. The Owner shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor and/or Subcontractor providing such insurance. The insurance shall protect the Contractor from the following claims:

- 11.1.1.1 claims under workers' or workmen compensation, disability benefit and other similar employee benefit acts, which are applicable to the Work to be performed;
- 11.1.1.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- 11.1.1.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- 11.1.1.4 claims for damages insured by usual personal injury liability coverage including claims, which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

- 11.1.1.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 11.1.1.6 claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and
- 11.1.1.7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

Delete Subparagraph 11.1.3 and substitute the following:

- 11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. The Contractor shall furnish one copy each of Certificates of Insurance for each copy of the Agreement which shall specifically set forth evidence of all insurance coverage required by the Contract Documents. The Certificate of Insurance shall be dated and show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date. The Contractor shall furnish a copy of the insurance policy to the Owner within 60 days following execution of the Agreement. If the Acord form certificate is used, the Supplemental Attachment form, AIA document G715, shall be completed, signed by Contractor's insurance representative and attached to the Acord certificate.

Delete Subparagraph 11.1.4 and substitute the following:

- 11.1.4 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability set forth below, required by Law or set forth in the Contract Documents, whichever is greater. Other types as may be required by the Project Specifications shall also be furnished.
  - 11.1.4.1 Furnish to the owner a letter from the insurance company stating that all required insurance has been complied with as specified.
  - 11.1.4.2 THE OWNER, AND THE ARCHITECT shall be named as an ADDITIONAL INSURED on the Contractor's general liability policies. (Being named as Certificate Holder is not acceptable).
  - 11.1.4.3 INSURANCE MUST BE MAINTAINED FOR ONE (1) YEAR AFTER FINAL PAYMENT if written on a claims-made basis.
  - 11.1.4.4 All insurance shall contain provision that coverage afforded under the policies SHALL NOT BE CANCELED OR MODIFIED UNTIL A MINIMUM OF FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE TO OWNER HAS BEEN GIVEN, AND THIS PROVISION SHALL BE NOTED ON CERTIFICATES OF INSURANCE.
  - 11.1.4.5 Deliver to the Architect, before work commences, two (2) certificates evidencing compliance with all required insurance, using AIA Document G705, Certificate of Insurance.



- 11.1.4.6 Insurance required shall include Contractual Liability Insurance applicable to the Contractor's obligations under Article 3.
- 11.1.4.7 Property Insurance coverage shall include coverage of perils of windstorms, fire, lightning vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Extended coverage, vandalism, and malicious mischief insurance may contain the standard deductibles.
- 11.1.4.8 Contractor shall maintain valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes. All Subcontractors shall maintain valid Worker's Compensation as required by Florida Statutes.
- 11.1.4.9 Contractor shall maintain Public Liability Insurance against bodily injury, personal injury and property damage, in limits as specified. Coverage shall include Comprehensive General Liability and Products and Completed Operations Liability.
- 11.1.4.10 The amounts set forth herein and by Law shall apply equally or whether on or off the site of the Work.
- 11.1.4.11 Unless otherwise provided in the Contract Documents, 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 PROPERTY INSURANCE

Delete subparagraph 11.3.1 and substitute the following subparagraph:

- 11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Florida, property insurance, written on a Builder's Risk completed value form, 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 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor and Subcontractors in the Work.

Delete Subparagraph 11.3.1.1, 11.3.1.2, and 11.3.1.3 and substitute the following:

- 11.3.1.1 Property insurance shall be on a Special Causes of Loss form or its equivalent, including reasonable compensation for the Architect/Engineer's services and expenses required as a result of such insured loss.
- 11.3.1.2 Any special insurance requirements will be addressed in the Special Conditions.
- 11.3.1.3 If the property insurance provides deductibles, the Contractor shall pay costs not covered because of such deductibles.

Delete Subparagraph 11.3.2 and substitute the following:

11.3.2 Boiler and Machinery Insurance: The Contractor shall purchase and maintain an appropriate installation floater which shall specifically cover such insured objects which are subject to the boiler and machinery hazards during installation and until formal acceptance by the Owner.

Add the following subparagraphs 11.3.11 to 11.3:

11.3.11 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 deduction of insurance.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Delete Subparagraph 11.4.1 and substitute the following:

11.4.1 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.

Add Subparagraph 11.4.3 with the following:

11.4.3 BOND REQUIREMENTS

11.4.3.1 Prior to execution of the Contract, the Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising there under in such form and amount as stated hereafter. Bonds may be secured through the Bidder's usual sources.

11.4.3.2 To be acceptable to the Owner as Surety for Bid Bonds and Performance and Payment Bonds a Surety Company shall comply with the following provisions:

1. The surety company must be admitted to do business in the State of Florida.
2. The surety company shall have been in business and have record of successful continuous operations for at least five (5) years.
3. The surety company shall have at least the following minimum ratings:

	POLICY HOLDER'S CONTRACT AMOUNT	REQUIRED RATING	FINANCIAL RATING
Class VII	0 to 100,000	B	
	100,000 to 500,000	A	Class VIII
	500,000 to 750,000	A	Class IX
	750,000 to 1,000,000	A	Class X
	1,000,000 to 1,250,000	A	Class XI
	1,250,000 to 1,500,000	A	Class XI
	1,500,000 to 2,000,000	A	Class XII
	2,000,000 to 2,500,000	A	Class XII
	2,500,000 or more	A	Class XII

\* From Best's Key Rating Guide.

4. Best’s Policyholder’s Rating of “A” and “B” (which signifies A = Excellent, and B = Good, based upon good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment) or an equivalent rating from the Insurance commissioner if not rated by Best’s.
5. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus policy holders, provided:
  - a. Any risk or portion of any risk shall have been reinsured (in which case these minimum requirements contained herein also apply to the reinsuring carrier) in assuming insurer authorized or approved by the Insurance Commissioner to do business in this State shall be deducted in determining the limitation of risk prescribed in this section.
  - b. 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.

ADD THE FOLLOWING ARTICLES:

11.5 INSURANCE REQUIREMENTS (MINIMUM)

11.5.1 WORKER’S COMPENSATION

11.5.1.1	Applicable	Per Florida Statute – Chapter 440
11.5.1.2	Railroad Required	NO
11.5.1.3	Maritime Required	NO
11.5.1.4	Employer’s Liability	500,000

11.5.2 CONTRACTOR’S LIABILITY INSURANCE including CONTRACTUAL LIABILITY

Form of Insurance shall be: Comprehensive General Liability, Premises and Completed Operations, Contractual Liability, Broad Form.

11.5.2.1	<b>BODILY INJURY</b>	
	Each Occurrence	\$1,000,000
	Aggregate	2,000,000
11.5.2.2	<b>PROPERTY DAMAGE</b>	
	Including Complete Operations	
	Broad Form	Yes
	Each Occurrence	1,000,000
	Aggregate	2,000,000
11.5.2.3	<b>PERSONAL INJURY (WITH EMPLOYMENT EXCLUSION DELETED)</b>	
	Each Occurrence	1,000,000
	Aggregate	2,000,000
11.5.2.4	XCU COVERAGE included	Yes

11.5.3 MOTOR VEHICLE LIABILITY – Owned, Non-Owned and Hired

11.5.3.1	<b>BODILY INJURY</b>	
	Each Occurrence	1,000,000
	Aggregate	2,000,000
11.5.3.2	<b>PROPERTY DAMAGE</b>	

Each Occurrence	200,000
Aggregate	400,000

11.5.4 OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall provide an Owner's and Contractor's Protective Liability Policy with the following limits: (A separate policy in the name of the Owner must be provided.)

- 11.5.4.1 BODILY INJURY
 

Each Occurrence	1,000,000
Aggregate	2,000,000
- 11.5.4.2 PROPERTY DAMAGE
 

Each Occurrence	1,000,000
Aggregate	2,000,000
- 11.5.4.3 PROPERTY INJURY
 

Each Occurrence	1,000,000
Aggregate	2,000,000
- 11.5.4.4 Optionally, the Owner may purchase and maintain other insurance for self-protection against claims, which may arise from operations under the Contract.

11.5.5 PROPERTY INSURANCE

- 11.5.5.1 To be purchased by Contractor: Builders Risk Insurance on completed value form in the names of the Owner, Architect, and Contractor as their interests may appear with limits in an amount equal to the Contract Sum for the work, including coverage for materials and equipment furnished by Owner to be incorporated or used in the project when stored off the site or when in transit. Coverage shall be provided on an all risk basis to include extended coverage for fire, lightning, wind storms, vandalism and malicious mischief.

ARTICLE 12; UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

Delete Subparagraph 12.1.2 and substitute the following:

- 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect must request authorization from the Owner to have the Contractor uncover the work for inspection. Authorization from the Owner shall be written response. If such work is in accordance with the Contract Documents, cost of uncovering and replacement shall, by appropriate Change Order, be the Owner's expense. If such work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such cost.

Delete Subparagraph 12.2.1 and substitute the following:

- 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 discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Cost of correcting such rejected Work, including additional testing and inspections, the cost of

uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### ARTICLE 13; MISCELLANEOUS PROVISIONS

Add Subparagraph 13.5.1.1 and 13.5.1.2 to 13.5:

13.5.1.1 Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

13.5.1.2 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.

Add Subparagraph 13.6.1 to 13.6

13.6.1 Notwithstanding the contractor's compliance with the claim or dispute resolution terms of this contract, 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

Delete subparagraphs 14.1.1 in its Entirety

#### ARTICLE 15; CLAIMS AND DISPUTES

Add Subparagraph 15.2.9 to 15.2:

15.2.9 Except as provided in Article 3.18.1, the contractor shall not be entitled to recovery of any attorney's fees from the owner, and the owner shall not be liable for payment of attorney's fees to the contractor for any reason whatsoever. The contractor hereby waives any right to recovery of attorney's fees from the owner under the payment or performance bond, or the contract between the owner and the contractor, or any other cause of action (except as provided in Article 3.18.1), notwithstanding any provision in Section 57.105, Florida Statutes to the contrary.

END OF SECTION 00730

### **END OF DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

**SECTION 01 – GENERAL REQUIREMENTS****SECTION 01100 – SUMMARY****PART 1 – GENERAL****1.1 SUMMARY**

- A. This Section includes the following:
1. Work covered by the Contract Documents.
  2. Type of the Contract.
  3. Work phases.
  4. Work under other contracts.
  5. Products ordered in advance.
  6. Owner-furnished products.
  7. Use of premises.
  8. Owner's occupancy requirements.
  9. Work restrictions.
  10. Specification formats and conventions.
  11. Permit Applications 11002 & 11003, Subcontractor Information Form 11006 and Weather Delay Request Form 11007.

**1.2 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. In Divisions 1 through 49 Sections of the Specifications of the Project Manual, the terms "Contractor, General Contractor or Design Builder" are synonymous with "Construction Manager".

**1.3 PROJECT INFORMATION**

- A. Project Location: (Click here to enter Project Name and Address)
- B. Architect: (Click here to enter Architect's Name and Address)
1. Architect's Representative: (Enter Representative's Name & Phone No.)
- C. Architect's Consultants: (Click here to enter Consultant's Name and Address)
- D. Owner: (Click here to enter Owner's Name and Address)
1. Owner's Representative: (Enter Representative's Name & Phone No.)

**1.4 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work consists of the following:

- 1. This project involves (Click here to enter scope outline)
- B. Type of Contract
  - 1. Project will be constructed under a single Construction Management contract.
- C. Work Phases
  - 1. The Work shall be conducted in one phase.

1.5 WORK UNDER OTHER CONTRACTS

- A. The Owner reserves the right and frequently will contract portions of the Work directly with other contractors than the CM.
- B. The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- C. If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.
- D. List of Other Contracts:

No.	Description	Contractor's Name
1	(Enter Description)	(Contractor's Name)
2	(Enter Description)	(Contractor's Name)
3	(Enter Description)	(Contractor's Name)
4	(Enter Description)	(Contractor's Name)

1.6 PRODUCTS ORDERED IN ADVANCE

No.	Description	Vendor's Name
1	(Enter Description)	(Vendor's Name)
2	(Enter Description)	(Vendor's Name)
3	(Enter Description)	(Vendor's Name)
4	(Enter Description)	(Vendor's Name)

1.7 OWNER FURNISHED PRODUCTS

- A. The Owner reserves the right and frequently will purchase or provide materials or equipment that are portions of the Work and require Contractor installation.

- B. If any part of the Contractor's work depends on Owner provided equipment or materials, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or delays that would directly affect it's execution of the Work. Failure of the Contractor to so report shall constitute an acceptance of the Owner's delivery as fit and proper to receive Contractor's Work.
- C. List of Owner furnished Contractor Installed Products:

No.	Description	Vendor's Name
1	(Enter Description)	(Vendor's Name)
2	(Enter Description)	(Vendor's Name)
3	(Enter Description)	(Vendor's Name)
4	(Enter Description)	(Vendor's Name)

1.8 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project and to any limitations indicated on the Drawings.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine constructions operations to project limits shown on the drawings.
  - 2. Owner Occupancy: Allow for Owner occupancy of Project site.
  - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.9 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: When the Work is in an existing building the Owner may occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or



other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

2. Provide not less than **72** hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
  2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
  3. Before partial Owner occupancy, mechanical, electrical and all Life Safety systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
  4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

#### 1.10 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner and Architect not less than 72 hours in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Owner's written permission.
- C. Noise, Vibration and Odor: Coordinate operations that may result in high levels of noise and vibration, odors or other disruption with Owner.
1. Notify Owner and Architect not less than 72 hours in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Owner's written permission.
- D. Controlled Substances: Smoking and the use of other controlled substances on the Project site is not permitted.

- E. Dress Code and Conduct: All workmen on the construction site shall wear a shirt at all times. No workmen shall engage in any verbal expressions or physical gestures directed towards visitors, employees of Owner, Students or any other person at this construction site, which may be considered sexual harassment. Any person found engaging in any offensive conduct will be immediately removed and banned from the construction site.
  - 1. The Contractor or sub-contractor will be required to re-staff. Any delays or loss of time will be at the cost of the contractor or subcontractor and at no cost to the college.

#### 1.11 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross- referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 – EXECUTION

- 3.1 As provided in 1013.38 F.S., the Owner employees a Building Official, certified and registered pursuant to 468 part XIII. All permitting and inspections will be conducted through the Director of Facilities office.

- A. Inspections shall be scheduled no less than 24 hours in advance by calling (850) 627-9888. The Owner shall not be held liable for missed or delayed inspections when requested by any other means.
- 3.2 In compliance with NFPA 51B and OSHA, the District requires, on any project where welding will be performed as part of the Work, the Contractor shall identify an individual that will be responsible for verifying welder certification and site safety. Form 01103 shall be completed and submitted to the Director of Facilities prior to the start of welding.
- 3.3 The Owner requires all Subcontractors to register with the office of Facilities Maintenance prior to the start of any work. Form 01106, Sub-Contractor Information Form is provided herein for registration.
- 3.4 Requests for a time extension due to inclement weather (Rain Delay).
- A. 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 that particular time of the year.
  - B. If the contractor files notice that he was delayed by weather sufficiently severe as to entitle him to additional time, he must send notification within 24 hours of the end of the event to be followed by supporting data with their next pay application but no longer than 30 days.
    - 1. Event notifications shall be e-mailed to [hunterw@gcpsmail.com](mailto:hunterw@gcpsmail.com).
    - 2. Backup documentation for 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 mean average of 10 years or more for any given time period as shown on NOAA, National Weather Service Forecast for the area closest to the project site. If current rainfall is less than average, contract time will not be extended.

END OF SECTION 01100

FORM 01102

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

**BUILDING PERMIT APPLICATION**

**I hereby make application for a permit to perform the work as described herein and certify that all provisions of the law shall be complied with whether specified herein or not.**

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Manager: \_\_\_\_\_

**Application Information:**

Company Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail Address \_\_\_\_\_

Florida License Number: \_\_\_\_\_

**Project Type:** (check one)

- New Construction       Addition       Remodel       Repair       Roofing
- Mechanical       Electrical       Plumbing       Renovation       Other

Total Square Footage (\_\_\_\_\_), number of stories (\_\_\_\_\_), estimated duration of project (\_\_\_\_\_)

Estimated cost of project (\$\_\_\_\_\_). Is any of the work to be sub-contracted?     Yes     No  
*If so, attach a list of sub-contractors, their completed sub-contractor application form and copies of their license and insurance.*

**Description of Work:**

**Architect/Engineer:**

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Building Code in effect: \_\_\_\_\_ Occupancy: \_\_\_\_\_

I hereby declare that all the information submitted herein is true and correct. I understand that it is the owner and contractor's responsibility to comply with all state and federal laws, rules and regulations pertaining to notification and asbestos removal procedures.

**Note:** A current certificate of Insurance naming GCS as certificate holder is required before a building permit and notice to proceed can be issued.

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

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

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

**FORM 01103**

**HOT WORK PERMIT APPLICATION**

Following OSHA's Part 1910, Occupational Safety and Health Standards – 29 Code of Federal Regulations (CFR) and NFPA 51B, GCS requires the permitting of all welding. The General Contractor (GC) or Construction Manager (CM) shall familiarize themselves with these regulations submitting the completed application to the Director of Facilities.

The GC/CM shall identify their individual responsible for inspections below.

Before cutting or welding is permitted, the area shall be inspected by the individual responsible for authorizing cutting and welding operations. He shall designate precautions to be followed in granting authorization to proceed listing them on this permit submitting a copy to the owner.

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

Company Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

**Individual responsible for site inspection:** \_\_\_\_\_

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

**Description of Work:** \_\_\_\_\_

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

**Duration:** \_\_\_\_\_ (hours/days)

**Precautions:** \_\_\_\_\_

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

**Attach welder's certification**

\_\_\_\_\_  
*Authorizing Signature*

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

**FORM 01106**

**SUB-CONTRACTOR INFORMATION FORM**

***Please type or print clearly. It is mandatory to attach a copy of any applicable license and insurance. Forms that cannot be read or missing required backup will be rejected and may be grounds for loss of contract.***

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

**Sub-Contractors Name:** \_\_\_\_\_

General Contractor's Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Trade Discipline: \_\_\_\_\_  
(Type of work ex: Framing, Electrical, Mechanical etc...)

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

Phone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

FL Dept. of Business & Professional Regulation License No.: \_\_\_\_\_

**Project Supervisor:** \_\_\_\_\_  
(Name of Subcontractor's project supervisor)

Phone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Qualifying Agent's Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**FORM 01107**

**WEATHER DELAY REQUEST FORM**

**Instructions:** 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 that particular time of the year. If the contractor files notice that he was delayed by weather sufficiently severe as to entitle him to additional time, he must send notification within 24 hours of the end of the event to be followed by supporting data with their next pay application but no longer than 30 days.

**E-mail notification is acceptable and preferred. Attach a copy of the e-mail when submitting formal request.**

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 mean average of 10 years or more for any given time period as shown on NOAA, National Weather Service Forecast Office, Tallahassee, FL. If current rainfall is less than average, contract time will not be extended.

<http://www.nws.noaa.gov/climate/index.php?wfo=tae>

Contractor's Company Name: \_\_\_\_\_

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

Project Name: \_\_\_\_\_

Is the work on Critical Path? \_\_\_\_\_

Description of work affected: \_\_\_\_\_

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

Length of Delay: \_\_\_\_\_

If the work is not on the Critical Path, how many days of delay until this work category will be on Critical Path? \_\_\_\_\_

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

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

***Not valid without supporting data***

**SECTION 01110 – PRODUCT EVALUATION AND APPROVAL**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. This section includes the following:
  - 1. Florida Product Evaluation and Approval requirements and forms.

**1.2 REFERENCES**

- A. Florida Statute 553.842
- B. Florida Administrative Code 9B-72
- C. Definition: Product Evaluation and Approval system that applies statewide concurrently with the Florida Building Code.

**1.3 RESPONSIBILITY**

- A. The Contractor is responsible for providing products approved by the State of Florida with approval numbers. **Do not use products that do not have a Florida approval number.**

**1.4 SUBMITTAL**

- A. Submit a copy of the approved product schedule, (attached at the end of this section), to the Architect within thirty (30) days after project has been awarded. In addition to State requirements comply with the requirements of the local jurisdiction of the project.
- B. Submit the following product approval specification sheet, or local jurisdiction form to obtain building permits.

**1.5 CATEGORIES**

- A. General: Products, methods, or systems of construction, used in the exterior envelope of a building must be approved by the Building Department. The products covered are those products, methods or systems that affect the structural integrity of the building envelope, including but not limited to the following categories:

1. Panel Walls	2. Exterior Doors
3. Roofing Products	4. Skylights
5. Windows	6. Shutters
7. Structural Components	8. New and Innovative Building Envelope Products



- B. If the Contractor fails to comply with this requirement, non-complying components shall be removed and replaced with components that do comply at no expense to the Owner.

#### 1.6 PRODUCT APPROVAL APPLICATION

- A. Florida Administrative Code 9B-72 State Product Approval, requires defined categories, as listed above in section 1.5, to be approved prior to use in construction. While we encourage the use of State Approved Products, the F.A.C. makes provision for local approval.
- B. Its recommended, any Contractor or Material Provider wishing to pursue local approval, to familiarize itself with state procedure by visiting: [http://www.floridabuilding.org/fbc/committees/product\\_approval/product\\_approval\\_powerpoint\\_031604.pdf](http://www.floridabuilding.org/fbc/committees/product_approval/product_approval_powerpoint_031604.pdf). The time and cost associate with testing and approval is at the Contractor's or Provider's expense. GCS shall be not be liable for any of the costs.
- C. Seeking local approval will not be grounds for a time extension to the contract. The Contractor shall still be required to maintain the Substantial Completion date as stated in the Agreement.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01110

**FORM 01111**

**PRODUCT APPROVAL SHEET  
For State Certified Products**

**Project Name:** \_\_\_\_\_

**GC/CM Name:** \_\_\_\_\_

As required by Florida Statute 553.842 and Florida Administrative Code 9B-72, please provide the information and the product approval number(s) on the building components listed below if they will be utilized on the construction project for which you are applying for a building permit. We recommend you contact your local product supplier should you not know the product approval number for any of the applicable listed products. More information about statewide product approval can be obtained at [www.floridabuilding.org](http://www.floridabuilding.org)

<b>Category/Subcategory</b>	<b>Manufacturer</b>	<b>Product Description</b>	<b>Approval</b>
<b>A. EXTERIOR DOORS</b>			
1. Swinging			
2. Sliding			
3. Sectional			
4. Roll up			
5. Automatic			
6. Other			
<b>B. WINDOWS</b>			
1. Single hung			
2. Horizontal Slider			
3. Casement			
4. Double Hung			
5. Fixed			
6. Awning			
7. Pass-through			
8. Projected			
9. Mullion			
10. Wind Breaker			
11 Dual Action			
12. Other			
<b>C. PANEL WALL</b>			
1. Siding			
2. Soffits			
3. EIFS			
4. Storefronts			
5. Curtain walls			
6. Wall louver			
7. Glass block			
8. Membrane			
9. Greenhouse			
10. Other			

<b>D. ROOFING PRODUCTS</b>		
1. Asphalt Shingles		
2. Underlayment		
3. Other		

<b>Category/Subcategory</b>	<b>Manufacturer</b>	<b>Product Description</b>	<b>Approval</b>
3. Roofing Fasteners			
4. Non-structural Metal Roof			
5. Built-Up Roofing			
6. Modified Bitumen			
7. Single Ply Roofing Sys			
8. Roofing Tiles			
9. Roofing Insulation			
10. Waterproofing			
11. Wood shingles /shakes			
12. Roofing Slate			
13. Liquid Applied Roof Sys			
14. Cements-Adhesives – Coatings			
15. Roof Tile Adhesive			
16. Spray Applied Polvurethane Roof			
17. Other			
<b>E. SHUTTERS</b>			
1. Accordion			
2. Bahama			
3. Storm Panels			
4. Colonial			
5. Roll-up			
6. Equipment			
7. Others			
<b>F. SKYLIGHTS</b>			
1. Skylight			
2. Other			
<b>G. STRUCTURAL COMPONENTS</b>			
1. Wood connector/anchor			
2. Truss plates			
3. Engineered lumber			
4. Railing			
5. Coolers-freezers			
6. Concrete Admixtures			
7. Material			
8. Insulation Forms			
9. Plastics			

10. Deck-Roof			
11. Wall			
12. Sheds			
13. Other			
14. Other			
15. Other			
16. Other			

Category/Subcategor	Manufacturer	Product Description	Approval
<b>H. NEW EXTERIOR ENVELOPE PRODUCTS</b>			
1.			
2.			
3.			
4.			
5.			

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Applicant's Signature**

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

FORM 01112

## PRODUCT APPROVAL APPLICATION FORM

In the absence of State approval, the following category of products must be approved by GCS' Building Official prior to issuance of a Building Permit. For more detailed information, visit: [http://www.floridabuilding.org/fbc/committees/product\\_approval/product\\_approval\\_powerpoint\\_031604.pdf](http://www.floridabuilding.org/fbc/committees/product_approval/product_approval_powerpoint_031604.pdf)

Product categories are:

Panel Walls	Exterior Doors	Roofing Products	Skylights
Windows	Shutters	Structural Components	New Envelope Products

### Applicant Information

Company applying: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Office phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Category of product: \_\_\_\_\_

Name of applicant's technical representative: \_\_\_\_\_ FL professional and/or professional firm registration # (if any): \_\_\_\_\_

### Quality Assurance Entity Information

Name of Assurance Entity: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Office phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail address: \_\_\_\_\_ Category of product: \_\_\_\_\_

Name of Entity's technical representative: \_\_\_\_\_ FL professional and/or professional firm registration # (if any): \_\_\_\_\_

### Product Information

Product Name: \_\_\_\_\_ Model # (if any): \_\_\_\_\_

**List all manufacturer requirements, Limitations, Code Section Numbers and/or Reference Standards:**

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**Attach any reports from Testing Labs, Evaluation Entities or Certification Agencies. Include their name and address.**

**Where applicable, attach Installation Instructions. Attach any other information that may assist with evaluation of product.**

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date

**SECTION 01210 – ALLOWANCES****PART 1 – GENERAL****1.1 SUMMARY**

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following.
  - 1. Lump Sum Allowances.

**1.2 SELECTION AND PURCHASE**

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

**1.3 SUBMITTALS**

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

**1.4 COORDINATION**

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

**1.5 LUMP SUM ALLOWANCES**

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

## 1.6 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  1. Include installation costs in purchase amount only where indicated as part of the allowance.
  2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

## PART 2 – PRODUCTS (Not Used)

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES (Not Used)

END OF SECTION 01210

**SECTION 01230 – ALTERNATES**

## PART 1 – GENERAL

## 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

## 1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- 1. The cost or credit for each alternate is the net addition to the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

## 1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

- 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

## PART 2 – PRODUCTS (Not Used)

## PART 3 – EXECUTION

## 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. One:

- B. Alternate No. Two:

END OF SECTION 01230



**SECTION 01260 – CONTRACT MODIFICATION PROCEDURE****PART 1 – GENERAL****1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. This Section includes the following:
  - 1. Form 01262, Direct Purchase Request
  - 2. Form 01263, Direct Purchase Invoice Coversheet
  - 3. Form 01264, Contingency Modification Request
  - 4. Form 01265, Change Order Request

**1.2 MINOR CHANGES IN THE WORK**

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

**1.3 PROPOSAL REQUEST**

- A. Owner Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Quotation Form: Use Acceptable to Architect.
- B. Contractor Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use form acceptable to Architect.

#### 1.4 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit Price Adjustment: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.
- C. Direct Owner Purchase: Refer to Division 01 Section "Direct Material Purchase Procedure" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect direct material purchases.

#### 1.5 CONTINGENCY MODIFICATION PROCEDURE

- A. When minor changes to scope can more effectively meet design intent and contingency is sufficient to cover the cost of the change, the Contractor can request use of Contingency by submission of Owner's Contingency Modification Form, 01264.

#### 1.6 CHANGE ORDER PROCEDURE

- A. The Owners Change Order Request Form shall be used to initiate a Change Order.
- B. The Contractor shall submit to the Architect a completed Owner's Change Order Request Form, 01265, for review and approval.
- C. On Owner's acceptance the Architect will issue a Change Order on AIA Document G701.

#### 1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

#### PART 2 – PRODUCTS (Not Used)

#### PART 3 – EXECUTION

- 3.1 When the Owner exercises its right to direct purchase materials or equipment, Owner's form 01262, Direct Purchase Change Order Request Form, shall be used.
  - A. This form will initiate a PO from the Owner to the material or equipment provider and a Change Order to the Contractor's PO.
    - 1. Unless stated otherwise in the Contract Documents, the Tax Savings shall be added to the project Contingency by means of a Contingency Modification Request Form.
- 3.2 When invoicing the Owner for payment on a Direct Purchase Order, the billing entity shall use Owner's form 12603, Direct Purchase Order Invoice Coversheet.
- 3.3 Using or adding to the project Contingency, Owner's form 01263 shall be used.

END OF SECTION 01260

FORM 01262

DIRECT PURCHASE CHANGE ORDER REQUEST FORM
(Sales Tax Saving)

This form is used to request a deduction in the amount of an existing PO for the Direct Purchase of materials or equipment for the SALES TAX SAVINGS.

DPO #: \_\_\_\_\_

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

Project Name: \_\_\_\_\_

PO # Being Modified: 1) \_\_\_\_\_

Requestor's Name: 2) \_\_\_\_\_

Material Provider: 3) \_\_\_\_\_

Supporting Documentation: (If multiple DPO's are submitted, list each on a separate form)

Quote #: 4) \_\_\_\_\_

Amount of Quote: 5) \$ \_\_\_\_\_

Amount of Tax: 6) \$ \_\_\_\_\_

Amount of Purchase: 7) \$ \_\_\_\_\_

(Line 7 should = the total amount of the DPO)

Sales Tax Savings: (Line 8 should = the amount on line 6) 8) \$ \_\_\_\_\_

Original PO Amount (PO from line 1) 9) \$ \_\_\_\_\_

Net of Previous Change Orders: 10) \$ \_\_\_\_\_

PO Sum to Date: 13) \$ \_\_\_\_\_

Amount of this Deduction: 14) \$ \_\_\_\_\_

New PO Amount: 15) \$ \_\_\_\_\_

Authorizations:

Material Provider: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Owner's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**FORM 01263**

**DIRECT PURCHASE ORDER INVOICE  
COVERSHEET**

This form must be used as a coversheet for Direct Purchase Order invoices. Increase invoice tracking log for larger projects as needed.

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

Invoice #: \_\_\_\_\_

**Project Name:** \_\_\_\_\_

Vendor's Name: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

Trade Contractor: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

**Description of Material:**

**Invoice Tracking Log:** **Original PO Amount: \$** \_\_\_\_\_

Vendor Invoice No.	Date of Invoice	Amount of Invoice
Total invoices this request		
Total invoice to date		
Amount remaining		

**Authorizing Signatures:**

Trade Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Owner's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Note, it is mandatory to attach copies of the vendor's invoices listed.**

FORM 01264

CONTINGENCY MODIFICATION FORM

This form is to be used for requesting the use of Project Contingency. This request does not constitute approval until acceptance and signed by the GCS.

CMR #: \_\_\_\_\_

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

Project Name: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

PO #: \_\_\_\_\_

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

Reference Documents: (attach copies of all backup documentation)

Architectural Supplemental Instruction # \_\_\_\_\_ Date: \_\_\_\_\_

Request for Information # \_\_\_\_\_ Date: \_\_\_\_\_

Construction Change Directive # \_\_\_\_\_ Date: \_\_\_\_\_

Change Order # \_\_\_\_\_ Date: \_\_\_\_\_

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

Scope of Work Summary: (attach additional sheets if needed)

Impact to Project:

Additional Calendar Days Required: \_\_\_\_\_

Original Substantial Completion Date: \_\_\_\_\_

New Substantial Completion Date: \_\_\_\_\_

Cost Summary:

Original Contingency Sum: \$ \_\_\_\_\_

Net of Previous Modifications: \$ \_\_\_\_\_

Contingency Sum to Date: \$ \_\_\_\_\_

Amount of this Modification: \$ \_\_\_\_\_

New Contingency Amount: \$ \_\_\_\_\_

Authorizations:

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

Material Provider: \_\_\_\_\_ Date: \_\_\_\_\_

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

Owner's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

FORM 01265

CHANGE ORDER REQUEST FORM

This form is to be used for requesting a change to the scope of work of an existing project or the duration of time to an existing contract. Upon acceptance of the request a modification may be made to the purchase order, contract or both. This request does not constitute a change order until accepted and signed by GCS.

COR #: \_\_\_\_\_

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

Project Name: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

PO # \_\_\_\_\_

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

Reference Documents: (attach copies of all backup documentation)

Architectural Supplemental Instruction # \_\_\_\_\_ Date: \_\_\_\_\_

Request for Information # \_\_\_\_\_ Date: \_\_\_\_\_

Construction Change Directive # \_\_\_\_\_ Date: \_\_\_\_\_

Scope of Work Summary: (attach additional sheets as needed)

Impact to Project:

Additional Calendar Days Required: \_\_\_\_\_

Original Substantial Completion Date: \_\_\_\_\_

New Substantial Completion Date: \_\_\_\_\_

Summary of Impact: (attach additional sheets as needed)

Cost Summary:

Original Contract Sum: \$ \_\_\_\_\_

Net of Previous Change Orders: \$ \_\_\_\_\_

Contract Sum to Date: \$ \_\_\_\_\_

Amount of Change Order: \$ \_\_\_\_\_

New Contract Amount: \$ \_\_\_\_\_

Authorizations:

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

Material Provider: \_\_\_\_\_ Date: \_\_\_\_\_

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

Owner's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION 01290 – PAYMENT PROCEDURES**

## PART 1 – GENERAL

## 1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

## 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. The Architect shall review the Schedule of Values, verifying proper content, and forward the Owner a copy.
  - 4. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one-line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values.
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.



3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Architect by the 25th day of each month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment or Contractor's

computer print-out sheet with all required data from G702 and G703 and as approved by the Owner.

- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  
- F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
  
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
  
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors	2. Schedule of values
3. Contractor's construction schedule	4. Schedule of unit prices
5. Submittal schedule	6. List of Contractor's staff assignments
7. List of Contractor's principal consultants	8. Copies of building permits
9. Initial progress report	10. Report of preconstruction conference
11. Copies of authorizations and licenses	12. Certificates of insurance and insurance policies

- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707-1994, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

PART 2 – PRODUCTS

PART 3 – EXECUTION

END OF SECTION 01290

**SECTION 01310 – PROJECT MANAGEMENT AND COORDINATION****PART 1 – GENERAL****1.1 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination drawings.
  - 2. Requests for Information (RFIs).
  - 3. Project meetings.
- B. RELATED SECTIONS:
  - 1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

**1.2 DEFINITIONS**

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

**1.3 COORDINATION**

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, which depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to

ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule	2. Installation and removal of temporary facilities and controls
3. Preparation of the schedule of values	4. Delivery and processing of submittals
5. Progress meetings	6. Pre-installation conferences
7. Project closeout activities	8. Startup and adjustment of systems

1.4 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
  - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
  - b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.
2. Plenum Space: Indicate sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines,
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.

6. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility.

1.5 REQUEST FOR INFORMATION

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name	2. Date Submitted
3. Project number	4. Requested Reply Date
5. Name of Contractor	6. Name of Architect
7. RFI number, numbered sequentially	8. RFI subject
9. Specification Section number and title and related paragraphs, as appropriate	10. Drawing number and detail references, as appropriate
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.	12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation
13. Contractor's signature	

- C. RFI Forms: AIA Document G716. RFI Form to be fill out completely. The Owner shall be copied, upon submission, on all RFIs.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  1. The following RFIs will be returned without action:

1. Requests for approval of submittals	2. Requests for approval of substitutions
3. Incomplete RFIs or inaccurately prepared RFIs	4. Requests for adjustments in the Contract Time or the Contract Sum
5. Requests for coordination information already indicated in the Contract Documents	6. Requests for interpretation of Architect's actions on submittals

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.

- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
  
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
  
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B. Include the following:

1. Project name	2. RFI description
3. Name and address of Contractor	4. Date the RFI was submitted
5. Name and address of Architect	6. Date Architect's response was received
7. RFI number including RFIs that were dropped and not submitted	8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate
9. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate	

1.6 PROJECT MEETING

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
  
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:

1. Tentative construction schedule	2. Work restrictions
3. Phasing	4. Working hours
5. Critical work sequencing and long-lead items	6. Owner's occupancy requirements
7. Designation of key personnel and their duties	8. Procedures for moisture and mold control
9. Procedures for processing field decisions and Change Orders	10. Responsibility for temporary facilities and controls
11. Procedures for RFIs	12. Procedures for disruptions and shutdowns
13. Procedures for testing and inspecting	14. Security
15. Procedures for processing Applications for Payment	16. Construction waste management and recycling
17. Distribution of the Contract Documents	18. Parking availability
19. Submittal procedures	20. Office, work, and storage areas
21. Sustainable design requirements	22. Equipment deliveries and priorities
23. Preparation of record documents	24. First aid
25. Use of the premises and existing buildings	26. Progress cleaning

C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators shall attend the meeting. Advise Owner and Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

1. Contract Documents	2. Warranty requirements
3. Options	4. Compatibility of materials
5. Related RFIs	6. Acceptability of substrates
7. Related Change Orders	8. Temporary facilities and controls
9. Purchases	10. Space and access limitations
11. Deliveries	12. Regulations of authorities having jurisdiction
13. Submittals	14. Testing and inspecting requirements
15. Review of mockups	16. Installation procedures
17. Possible conflicts	18. Coordination with other work
19. Compatibility problems	20. Required performance results
21. Time schedules	22. Protection of adjacent work
23. Weather limitations	24. Protection of construction and personnel
25. Manufacturer's written recommendations	

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.



5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Owner’s Progress Meetings: Conduct progress meetings at monthly intervals.

1. Attendees: Owner and Architect, Owner’s User Group, the Contractor, the Architect’s consultants concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
    - 2) Review Owner provided equipment and coordination.
  - b. Review present and future needs of each entity present, including the following:

1. Interface requirements	2. Sequence of operations
3. Status of submittals	4. Deliveries
5. Off-site fabrication	6. Access
7. Site utilization	8. Temporary facilities and controls
9. Progress cleaning	10. Quality and work standards
11. Status of correction of deficient items	12. Field observations
13. Status of RFIs	14. Status of proposal requests
15. Pending changes	16. Status of Change Orders
17. Pending claims and disputes	18. Documentation of information for payment requests

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes.
  - a. Schedule Updating: Issue revised schedule concurrently with the report of each meeting.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01310

**SECTION 01320 – CONSTRUCTION PROGRESS DOCUMENTATION**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule	2. Daily construction reports
3. Field condition reports	

**1.2 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

**1.3 INFORMATIONAL SUBMITTALS**

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Two paper copies.
- B. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  - 3. Total Float Report: List of all activities sorted in ascending order of total float.
  - 4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- E. Daily Construction Reports: Submit at weekly intervals.
- F. Field Condition Reports: Submit at time of discovery of differing conditions.

#### 1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 – PRODUCTS

#### 2.1. CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.

2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Startup and Testing Time: Include not less than 10 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.
- C. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
- D. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

## 2.2. CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Start-up Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.

3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to correlate with Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
  2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnet works on separate sheets are permissible for activities clearly off the critical path.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

2.3. REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site	2. List of separate contractors at Project site
3. Approximate count of personnel at Project site	4. High and low temperatures and general weather conditions, including rain
5. Equipment at Project site	6. Material deliveries
7. Accidents	8. Meetings and significant decisions
9. Unusual events	10. Stoppages, delays, shortages, and losses
11. Meter readings and similar recordings	12. Emergency procedures
13. Orders and requests of authorities having jurisdiction	14. Construction Change Directives received and implemented
15. Change Orders received and	16. Services connected and disconnected

implemented	
17. Equipment or system tests and startups	18. Partial completions and occupancies
19. Substantial Completions authorized	

- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 – EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01320

**SECTION 01330 – SUBMITTAL PROCEDURES****PART 1 – GENERAL****1.1 SUMMARY**

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
  - 1. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 2. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

**1.2 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

**1.3 ACTION SUBMITTALS**

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

**1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS**

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings, floor plans and elevations only, will be provided upon request by Architect for Contractor's use in preparing submittals.
  - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings upon request by Contractor for use in preparing Shop Drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
  
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 150 by 200 mm (6 by 8 inches) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information for processing and recording action taken:

a. Project Name	b. Date
c. Name of Architect	d. Name of Contractor
e. Name of Construction Manager	f. Name of Subcontractor
g. Name of Supplier	h. Name of Manufacturer
i. Submittal number or other unique identifier, including revision identifier (see note)	j. Number and title of appropriate Specification Section
k. Drawing number and detail references, as appropriate	l. Location(s) where product is to be installed, as appropriate
m. Other necessary identification	

(NOTE) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).



- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
  - 1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01. A).
  - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  - 4. Include the following information on an inserted cover sheet:

a. Project Name	b. Date
c. Name and Address of Architect	d. Name and Address of CM
e. Name of Contractor	f. Name of Subcontractor
g. Name of Supplier	h. Name of Manufacturer
i. Number and title of appropriate Specification Section	j. Drawing number and detail references, as appropriate
k. Location(s) where product is to be installed, as appropriate	l. Name of firm or entity that prepared submittal
m. Related physical samples submitted directly	n. Other necessary identification

- F. Options: Identify options requiring selection by the Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
  - 1. Transmittal Form: Use AIA Document G810.
  - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

## PART 2 – PRODUCTS

### 2.1. SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
  - 1. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect will return two copies.
  - 2. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - 3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
  - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
  - 5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's catalog cuts	b. Manufacturer's product specifications
c. Standard color charts	d. Testing by recognized testing agency
e. Statement of compliance with specified referenced standards	f. Application of testing agency labels and seals
g. Notation of coordination requirements	h. Availability and delivery time information

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams showing factory-installed wiring	b. Clearances required to other construction, if not indicated on accompanying Shop Drawings
c. Printed performance curves	d. Operational range diagrams

5. Submit Product Data before or concurrent with Samples.
6. Submit Product Data in the following format:
  - a. Three paper copies of Product Data, unless otherwise indicated. Architect will return two copies.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable.

a. Identification of products	b. Schedules
c. Compliance with specified standards	d. Notation of coordination requirements
e. Notation of dimensions established by field measurement	f. Seal and signature of professional engineer if specified
g. Relationship and attachment to adjoining construction clearly indicated	

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 215 by 280 mm (8-1/2 by 11 inches) but no larger than 600 by 900 mm (24 by 36 inches).
3. Submit Shop Drawings in the following format:
  - a. Two opaque (bond) copies of each submittal. Architect will return one copy.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample	b. Sample source
c. Product name and name of manufacturer	d. Number and title of applicable Specification Section

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned.
    - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

- G. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A.
  - 1. Submit subcontract list in the following format:
    - a. Number of Copies: Two paper copies of subcontractor list, unless otherwise indicated. Architect will return one copy.
- I. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

- S. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- T. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- U. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2. DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## PART 3 – EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01330

## SECTION 01400 – QUALITY REQUIREMENTS

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
  - 1. Divisions 02 through 49 Sections for specific test and inspection requirements.

#### 1.2 DEFINITIONS

- A. **Quality-Assurance Services:** Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. **Quality-Control Services:** Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. **Mockups:** Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size, physical assemblies constructed at testing facility to verify performance characteristics.
- D. **Preconstruction Testing:** Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. **Product Testing:** Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to



authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. **Source Quality-Control Testing:** Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. **Field Quality-Control Testing:** Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. **Installer/Applicator/Erector:** Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. **Experienced:** When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

### 1.3 CONFLICTING REQUIREMENTS

- A. **Referenced Standards:** If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

### 1.4 INFORMATIONAL SUBMITTALS

- A. **Contractor's Statement of Responsibility:** When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
  - 1. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- B. **Testing Agency Qualifications:** For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof

of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

A. **Test and Inspection Reports:** Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue	2. Project title and number
3. Name, address, and telephone number of testing agency	4. Dates and locations of samples and tests or inspections
5. Names of individuals making tests and inspections	6. Description of the Work and test and inspection method
7. Identification of product and Specification Section	8. Test and inspection results and an interpretation of test results
9. Complete test or inspection data	10. Record of temperature and weather conditions at time of sample taking and testing and inspecting
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements	12. Name and signature of laboratory inspector
13. Recommendations on retesting and re-inspection	

B. **Manufacturer's Field Reports:** Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report	2. Statement on condition of substrates and their acceptability for installation of product
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken	4. Results of operational and other tests and a statement of whether observed performance complies with requirements
5. Other required items indicated in individual Specification Sections	

C. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. **General:** Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful

in-service performance, as well as sufficient production capacity to produce required units.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
 

a. Provide test specimens representative of proposed products and construction	b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work
c. Build laboratory mockups at testing facility using personnel, products, and methods	d. When testing is complete, remove test specimens, assemblies, mockups; do not

of construction indicated for the completed Work

reuse products on Project

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
  5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed, unless otherwise indicated.

## 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs for retesting and re-inspection construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner, are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. **Retesting/Re-inspection:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspection, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## PART 2 – PRODUCTS

## PART 3 – EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

## SECTION 01420 – REFERNECES

## PART 1 – GENERAL

## 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

## 1.2 INDUSTRIAL STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute



AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landscape Network)
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	Association of the Wall and Ceiling Industry
AWCMA	American Window Covering Manufacturers Association (Now WCMA)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association)
AWS	American Welding Society
AWWA	American Water Works Association

BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI, Inc.
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation)
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CEA	Consumer Electronics Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CRRC	Cool Roof Rating Council
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association
CRI	Carpet and Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau

CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC EJMA	Engineers Joint Contract Documents Committee Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association (Electrostatic Discharge Association)
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA)
FIBA	Federation International de Basketball (The International Basketball Federation)
FIVB	Federation International de Volleyball (The International Volleyball Federation)
FM Approvals	FM Approvals LLC
FM Global	FM Global (Formerly: FMG - FM Global)
FMRC	Factory Mutual Research (Now FM Global)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Part of GSI)
GS	Green Seal
GSI HI	Geosynthetic Institute Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)

HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation (Now BWF)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electro-technical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization Available from ANSI
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA (Now ETL SEMCO)
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America

MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association
NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NOMMA	National Ornamental & Miscellaneous Metals Association

NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Now ITS)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting & Decorating Contractors of America
PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)

SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc. (Now TCNA)
TCNA	Tile Council of North America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau

- |       |  |
|-------|--|
| WCMA  | Window Covering Manufacturers Association  |
| WCSC  | Window Covering Safety Council<br>(Formerly: WCMA - Window Covering Manufacturers Association)           |
| WDMA  | Window & Door Manufacturers Association<br>(Formerly: NWWDA - National Wood Window and Door Association) |
| WI    | Woodwork Institute (Formerly: WIC - Woodwork Institute of California)                                    |
| WIC   | Woodwork Institute of California<br>(Now WI)   |
| WMMPA | Wood Moulding & Millwork Producers Association   |
| WSRCA | Western States Roofing Contractors Association   |
| WWPA  | Western Wood Products Association  |
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
- |        |  |
|--------|--|
| IAPMO  | International Association of Plumbing and Mechanical Officials |
| ICC    | International Code Council                                     |
| ICC-ES | ICC Evaluation Service, Inc.                                   |
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
- |      |                                    |
|------|------------------------------------|
| CE   | Army Corps of Engineers            |
| CPSC | Consumer Product Safety Commission |
| DOC  | Department of Commerce             |
| DOD  | Department of Defense              |
| DOE  | Department of Energy               |
| EPA  | Environmental Protection Agency    |
| FAA  | Federal Aviation Administration    |
| FCC  | Federal Communications Commission  |
| FDA  | Food and Drug Administration       |
| GSA  | General Services Administration    |



HUD	Department of Housing and Urban Development
LBL	Lawrence Berkeley National Laboratory
NCHRP	National Cooperative Highway Research Program
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PBS	Public Buildings Service (See GSA)
PHS	Office of Public Health and Science
RUS	Rural Utilities Service (See USDA)
SD	State Department
TRB	Transportation Research Board
USDA	Department of Agriculture
USPS	Postal Service

- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board
CFR	Code of Federal Regulations Available from Government Printing Office
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point
DSCC	Defense Supply Center Columbus (See FS)
FED-STD	Federal Standard (See FS)
FS	Federal Specification Available from Department of Defense Single Stock Point  Available from Defense Standardization Program

Available from General Services Administration

Available from National Institute of Building Sciences

FTMS Federal Test Method Standard  
(See FS)

MIL (See MILSPEC)

MIL-STD (See MILSPEC)

MILSPEC Military Specification and Standards  
Available from Department of Defense Single Stock Point

UFAS Uniform Federal Accessibility Standards  
Available from Access Board

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01420

**SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS****PART 1 – GENERAL****1.1 SUMMARY**

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Section:
  - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

**1.2 USE CHARGES**

- A. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

**1.3 INFORMATIONAL SUBMITTALS**

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

**1.4 QUALITY ASSURANCE**

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

**1.5 PROJECT CONDITIONS**

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

**PART 2 – PRODUCTS****2.1 MATERIALS**

- A. Chain-Link Fencing: Minimum 50-mm (2-inch), 3.8-mm- (0.148-inch-) thick, galvanized steel, chain-link fabric fencing; minimum 1.8 m (6 feet) high with galvanized steel pipe posts; minimum 60-mm- (2-3/8-inch-) OD line posts and 73-mm- (2-7/8-inch-) OD corner and pull posts.
- B. Portable Chain-Link Fencing: Minimum 50-mm (2-inch), 3.8-mm- (0.148-inch-) thick, galvanized steel, chain-link fabric fencing; minimum 1.8 m (6 feet) high with galvanized steel pipe posts; minimum 60-mm- (2-3/8-inch-) OD line posts and 73-mm- (2-7/8-inch-) OD corner and pull posts, with 42-mm- (1-5/8-inch-) OD top and bottom rails. Provide concrete bases for supporting posts.

## 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction and clean HVAC system as required in Division 01 Section "Closeout Procedures."

## PART 3 – EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
  - 1. At each telephone, post a list of important telephone numbers.

a. Police and fire departments	b. Ambulance service
c. Contractor's home office	d. Architect's office
e. Engineers' offices	f. Owner's office
g. Principal subcontractors' field and home offices	h.

2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 9 m (30 feet) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect Schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.

2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Discard or replace water-damaged and wet material.
  - 4. Discard, replace or clean stored or installed material that begins to grow mold.
  - 5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.



- D. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01500

## SECTION 01600 – PRODUCT REQUIREMENTS

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Section:
  - 1. Division 01 Section "Substitution Procedures" for requests for substitutions.

#### 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
  - 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

#### 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 – PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - b. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
  4. Manufacturer:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
  5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.

- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

PART 3 – EXECUTION (Not Used) If reference to a special warranty form was added where a single warranty must cover work by several contractors, insert form here and delete "Not Used" above.

END OF SECTION 01600

**SECTION 01730 EXECUTION**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout	2. Field engineering and surveying
3. Installation of the Work	4. Cutting and patching
5. Coordination of Owner-installed products	6. Progress cleaning
7. Starting and adjusting	8. Protection of installed construction
9. Correction of the Work	

- B. Related Sections:

- 1. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

**1.1 QUALITY ASSURANCE**

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

- 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - a. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- 2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- 3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

**1.2 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 – PRODUCTS

### 2.1. MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, utilize products for patching that comply with requirements of Division 01 Section "Sustainable Design Requirements."
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION



- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

### 3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
  2. No exterior concrete or asphalt paving will be cut for any reason without the expressed written permission of the School District. Directional boring is to be utilized when practical to do so.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg. F (27 deg. C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

### 3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01730

**SECTION 01770 – CLOSEOUT PROCEDURE**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures	2. Final completion procedures
3. Final completion checklist, form 17701	4. Warranties
5. Final cleaning	

**B. Related Sections:**

- 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- 2. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- 3. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
- 4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

**1.2 SUBSTANTIAL COMPLETION**

- A. **Preliminary Procedures:** Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

- 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- 2. Advise Owner of pending insurance changeover requirements.
- 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
- 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  8. Complete startup testing of systems.
  9. Submit test/adjust/balance records.
  10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  11. Advise Owner of changeover in heat and other utilities.
  12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  13. Complete final cleaning requirements, including touchup painting.
  14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. **Inspection:** Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

### 1.3 FINAL COMPLETION

- A. **Preliminary Procedures:** Before requesting final inspection for determining final completion, complete the following.
- B. **Inspection:** Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. **Re-inspection:** Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

### 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. **Organization of List:** Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.



1. Organize list of spaces in sequential order, starting with exterior areas first.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:
  - a. One paper copy, unless otherwise indicated.

## 1.5 WARRANTIES

- A. **Submittal Time:** Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 215-by-280-mm (8-1/2-by-11-inch) paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 – PRODUCTS

### 2.1. MATERIALS

- A. **Cleaning Agents:** Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 – EXECUTION

### 3.1 FINAL CLEANING

- A. **General:** Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

- B. Cleaning:** Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Sweep concrete floors broom clean in unoccupied spaces.
    - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - j. Remove labels that are not permanent.
    - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.

- l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - q. Leave Project clean and ready for occupancy.
- C. **Pest Control:** Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. The Contractor shall complete the Final Payment Checklist and compare it to the Owners list prior to approval of final payment.

END OF SECTION 01770

**FORM 01771**

**FINAL PAYMENT CHECKLIST**

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

Project Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

Date of Notice to Proceed: \_\_\_\_\_

Substantial Completion Date (include change orders): \_\_\_\_\_ # of days \_\_\_\_\_

Final Completion Date (include change orders): \_\_\_\_\_ # of days \_\_\_\_\_

Actual Substantial Completion Date: \_\_\_\_\_ # of days \_\_\_\_\_

Actual Final Completion Date: \_\_\_\_\_ # of days \_\_\_\_\_

<input type="checkbox"/> Punch list complete (date)_____	<input type="checkbox"/> Warranties assigned to College
<input type="checkbox"/> 1 year warranties (start date)_____	<input type="checkbox"/> Operation & Maintenance manuals
<input type="checkbox"/> As-built drawings, paper and CAD	<input type="checkbox"/> Staff training
<input type="checkbox"/> Engineer of Record's floor elevation certificate	<input type="checkbox"/> Fire alarm certificate
<input type="checkbox"/> Approved fire alarm shop drawings	<input type="checkbox"/> Sprinkler certificate
<input type="checkbox"/> Approved sprinkler system shop drawings	<input type="checkbox"/> State Fire Marshal's certificate of occupancy
<input type="checkbox"/> Threshold certificate	<input type="checkbox"/> Elevator certificate of operation
<input type="checkbox"/> Substantial Completion (date)_____	<input type="checkbox"/> Health Department
<input type="checkbox"/> Final Florida building code inspections	<input type="checkbox"/> Termite certificate
<input type="checkbox"/> Product approval specification checklist	<input type="checkbox"/> Potable water system disinfection
<input type="checkbox"/> Backflow prevention	<input type="checkbox"/> HVAC test & balance
<input type="checkbox"/> HVAC closeout documents	<input type="checkbox"/> Electrical closeout documents
<input type="checkbox"/> Gas closeout documents	<input type="checkbox"/> Certificate of Occupancy (date)_____

If any of the above are not applicable, indicate by N/A

If any of the above are not checked, explain here: \_\_\_\_\_

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**SECTION 01780 – OPERATION AND MAINTENANCE DATA**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Emergency manuals.
  - 2. Operation manuals for systems, subsystems, and equipment.
  - 3. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.
- B. See Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

**1.2 SUBMITTALS**

- A. Manual: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
  - 1. Correct or modify each manual to comply with Architect's comments. Submit 2 copies of each corrected manual within 15 days of receipt of Architect's comments.

**PART 2 – PRODUCTS**

**2.1. MANUALS, GENERAL**

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual	2. Name and address of Project
3. Name and address of Owner	4. Date of submittal
5. Name, address, and telephone number of Contractor	6. Cross-reference to related systems in other operation and maintenance manuals
7. Name and address of Architect	

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble

instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 215-by-280-mm (8-1/2-by-11-inch) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual'
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.2. EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, water leak, power failure and equipment failure.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

## 2.3. OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating

standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number	2. Manufacturer's name
3. Equipment function	4. Operating characteristics
5. Limiting conditions	6. Performance curves
7. Equipment identification with serial number of each component	8. Complete nomenclature and number of replacement parts
9. Engineering data and tests	

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4. PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number	2. Manufacturer's name
3. Color, pattern, and texture	4. Material and chemical composition
5. Reordering information for specially manufactured products	

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5. SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment.
- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions that detail essential maintenance procedures.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

## PART 3 – EXECUTION

### 3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data



include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01780

**SECTION 01790 – DEMONSTRATION AND TRAINING****PART 1 – GENERAL****1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. See Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

**PART 2 – PRODUCTS****2.1. INSTRUCTION PROGRAM**

- A. Program Structure: Develop an instruction program that includes individual training for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
- B. Training Modules: For each module, include instruction for the following:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include system and equipment descriptions, operating standards, regulatory requirements, equipment function, operating characteristics, limiting conditions, and performance curves.
  - 2. Documentation: Review emergency, operations, and maintenance manuals; Project Record Documents; identification systems; warranties and bonds; and maintenance service agreements.
  - 3. Emergencies: Include instructions on stopping; shutdown instructions; operating instructions for conditions outside normal operating limits; instructions on meaning of warnings, trouble indications, and error messages; and required sequences for electric or electronic systems.
  - 4. Operations: Include startup, break-in, control, and safety procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; operating procedures for emergencies and equipment failure; and required sequences for electric or electronic systems.
  - 5. Adjustments: Include alignments and checking, noise, vibration, economy, and efficiency adjustments.
  - 6. Troubleshooting: Include diagnostic instructions and test and inspection procedures.

7. Maintenance: Include inspection procedures, types of cleaning agents, methods of cleaning, procedures for preventive and routine maintenance, and instruction on use of special tools.
8. Repairs: Include diagnosis, repair, and disassembly instructions; instructions for identifying parts; and review of spare parts needed for operation and maintenance.

## PART 3 – EXECUTION

### 3.1 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  1. Schedule training with Owner with at least seven days' advance notice.

END OF SECTION 01790

## **END OF DIVISION 01 – GENERAL REQUIREMENTS**



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**PROCEDURE IMPLEMENTING BOARD POLICY 6320**  
GENERAL CONDITIONS OF A GUARANTEED MAXIMUM PRICE CONTRACT.

**PART 1 – SUMMARY**

- 1.1 A GMP Contract is cost plus where the Construction Manager is reimbursed for actual cost incurred plus an agreed-upon fee.
- 1.2 General Conditions are things that the Construction Manager provides that are not specifically listed in the construction documents but must take place in order to fulfill the terms of the contract.
  - A. They are broken down into three different categories:
    - 1. General Conditions
    - 2. Overhead
    - 3. Profit
- 1.3 Prior to the start of each project, the General Conditions shall be reviewed and adjusted as required to fit specific project needs and stay current with laws and standards.

**PART 2 – GENERAL REQUIREMENTS**

- 2.1 **General Conditions:** General Conditions are the on-site expenses that are reimbursable such as supervision, permit fees, site safety expenses, miscellaneous cleanup, security and on larger projects, site office and storage trailers. Only onsite personnel and equipment will be considered in General Conditions.
  - A. Equipment and Service costs shall be supported by invoices attached to each pay application. This includes cell phones and truck costs.
  - B. GCS' Allowable Labor Burden Form shall be used to establish Labor Burden prior to signing the contract between CM and Owner. Labor burden shall be negotiated individually for each on-site employee. It shall be demonstrated each pay application for all CM personnel stationed on site. Time sheets shall be included as additional support.
  - C. General Conditions shall not include any profit.
  - D. All backup documentation must equal the General Conditions line total on the continuation sheet of each pay application.
- 2.2 **Overhead:** Overhead is the administrative duties that are not specifically listed in the construction documents but must take place in order to fulfill the terms of the contract. They're usually off-site personnel that would include the project manager, estimator, principals, project engineers, bookkeeping, and administrative personnel.

- A. Overhead is a negotiated percentage figured in with the allowable profit.
- 2.3 **Profit:** Profit is the allowable percentage over the cost of work negotiated prior to execution of the contract.
- 2.4 **Overhead & Profit:** The percentage for overhead and profit shall be calculated as one number. This shall be written and recorded with the contract.

**PART 3 – LABOR BURDEN FORM**

Labor burden is the cost to a company to carry their labor force aside from salary actually paid. Simply stated, burden is the benefits and taxes that a company must or chooses to pay on their payroll.

All parties shall agree upon a percentage rate for labor burden reimbursement. It shall be the actual cost of labor and should not include any mark-up or profit to the contractor. Burden will be established prior to signing the contract and shall become part of the contract. All claims to burden shall require backup documentation from the service provider substantiating percentages requested. Each Contractor employee working on the project shall have their Labor Burden figured individually.

Unless noted otherwise, the Labor Burden Table shown below will be utilized and the Owner's Allowable Labor Burden Form signed by both Owner and Contractor.

Allowable Labor Burden Table	
Gross Salary	1.0000
Social Security Tax	0.0000
Medicare Tax	0.0000
State Unemployment	0.0000
Federal Unemployment	0.0000
Long Term Disability	0.0000
Health Insurance	0.0000
Retirement/401(k)	0.0000
Vacation / Sick / Holiday	0.0000
Workers' Compensation	0.0000
General Liability / Umbrella Insurance	0.0000
Safety	0.0000
Education / Training	0.0000
<b>Total</b>	<b>1.0000</b>
<b>Rounded Multiplier</b>	<b>0.00</b>

**Signatures below indicate the labor burden has been reviewed by both Owner and Contractor and approved. It shall remain in effect for the duration of the contract.**

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date



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## PROCEDURE IMPLEMENTING BOARD POLICY 6320

STANDARD BOND AND INSURANCE REQUIREMENTS FOR GENERAL CONTRACTORS (GC) AND CONSTRUCTION MANAGERS (CM) WORKING ON DISTRICT CONSTRUCTION PROJECTS.

### PART 1 – SUMMARY

- 1.1 Insurance and Bond requirements are specified in Article 11 of the General Conditions to the Contract for Construction.
- 1.2 Prior to the start of each project, the Bond and Insurance requirements shall be reviewed and adjusted as required to fit specific project needs and stay current with laws and standards.
- 1.3 The GC/CM shall be required to procure prior to the start of any work and maintain throughout the Project, insurance policies with a Florida Licensed insurer acceptable to the Owner and as specified in the General Conditions of the Contract.

### PART 2 – TYPES AND AMOUNTS OF INSURANCE (minimum)

- 2.1 **Insurance:** Types and amounts of insurance shown in the General Conditions of the Contract are minimum amounts required. GCS does not represent that the coverage and limits specified herein will necessarily be adequate to cover GC/CM liability. It is the Contractor's responsibility to determine if added coverage is needed.
  - A. Evidence of current insurance or the ability to retain adequate insurance must accompany all bids and proposals.
    1. **Workers' Compensation:** *F.S. 440 and 489.114.*
      - a. All Contractors and Subcontractors shall maintain valid Workers' Compensation Insurance throughout the project as required by *F.S. 440.*
    2. **Liability Insurance:** Insurance in the amount of the full cost of the project but not less than \$1,000,000.
      - a. These limits may be met by a combination of primary and excess coverage.
    3. **Automobile Liability**
    4. **Property Insurance:** The Gadsden County School Board shall be named as additional insured on policy.
      - a. For project less than \$100K, Property Insurance may be waived at the Owner's discretion.

2.2 **Bonds:** 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.

A. Any person entering into a formal contract with the Gadsden County School Board, for construction or repairs shall be required, before commencing the work, to execute and record in the public records of the county where the Work is located, a payment and performance bond with a surety company authorized to do business in Florida.  
*F.S. 255.05*

1. For Work \$100,000 or less, no payment and performance bond shall be required unless specified otherwise.
2. Evidence of bonding capability for the following major subcontractors may be required to be included with the Bid:
  - a. Mechanical
  - b. Electrical
  - c. Plumbing
  - d. Roofing
  - e. Shell and Concrete
3. For the "Performance Bond and Payment Bond", (AIA) Document A312, March 1987 Edition shall be used.
4. When Bonds are required, a statement from a qualified Surety company giving evidence of bonding capability at 100% of the Contract Amount being bid, must accompany all project proposals or Sub-Contractor bids.
5. The respective performance and payment bonds shall:
  - a. Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.
  - b. In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.

### **ARTICLE 3 – GENERAL REQUIREMENTS**

3.1 All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or their equivalent. Additionally, all insurance under this Section must be issued by an insurance company authorized to do business in the State of Florida and have an AM Best rating of A-, class IV or higher.

3.2 The insurance certificate(s) shall provide that any such insurance policy shall not be canceled, terminated, non-renewed, or materially changed without thirty (30) days' prior written notice to the Owner. In addition, the insurance company and/or the Contractor,

must provide thirty (30) days prior written notice to the Owner of any reduction in any of the policy limits.

- 3.3 The Contractor shall require all subcontractors, consultants, and agents (“consultants” for purposes of this provision) providing services on the Project to carry any and all insurance coverage that adequately covers each consultant’s exposure based on the type of services they are providing in connection with the Project.
- 3.4 In the event the Contractor or its subcontractors fail to maintain the insurance required hereby, the Owner may, at its discretion, pay any premium necessary to maintain the coverage required hereby and deduct such premium costs from the Contractor’s fees under the Agreement.
- 3.5 The Contractor shall release and discharge the Owner and the Owner’s Related Parties of and from all liability to the Contractor and to anyone claiming by, through or under the Contractor, by subrogation or otherwise, on account of any loss or damage to tools, machinery and equipment or other property, however caused.
- 3.6 The Contractor must provide the Owner with a Certificate(s) of Insurance(s) reflecting all of the insurance coverages satisfying the above requirements not later than ten (10) calendar days after the Effective Date of an Agreement and prior to commencement of any operations or activities hereunder. Additionally, the insurance required under this Agreement shall be carried by the Contractor at least until the Project reaches Final Completion and is accepted by the Owner.
- 3.7 The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of the Contractor’s obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this Agreement.





**PROCEDURE IMPLEMENTING BOARD POLICY 6330**  
STANDARD INSURANCE REQUIREMENTS FOR DESIGN PROFESSIONALS WORKING ON  
DISTRICT CONSTRUCTION PROJECTS.

**PART 1 – SUMMARY**

- 1.1 The Architect/Engineer shall be required to procure and maintain throughout the Project the following insurance policies on the terms outlined below with a Florida Licensed insurer acceptable to the Owner.
- 1.2 Prior to the start of each project, the Insurance requirements shall be reviewed and adjusted as required to fit specific project needs and stay current with laws and standards.
- 1.3 The amounts of insurance shown are minimum amounts required. GCS does not represent that coverage and the limits specified herein will necessarily be adequate to cover Architect/Engineer's liability. **It is the professional's responsibility to determine if added coverage is needed.**

**PART 2 – TYPES AND AMOUNTS OF INSURANCE (minimum)**

- 2.1 **Comprehensive General Liability** Insurance in the minimum amounts of:
  - A. For major projects or continuing services where the aggregate Construction Price is greater than \$10,000,000: A \$2,000,000 per occurrence liability limit and a \$5,000,000 aggregate limit with a deductible not to exceed \$50,000 per occurrence is required.
  - B. For projects or continuing services where the aggregate Construction Price is \$10,000,000 or less: A \$1,000,000 per occurrence liability limit and a \$2,000,000 aggregate limit with a deductible not to exceed \$50,000 per occurrence is required.
- 2.2 **Worker's Compensation** Insurance which complies with the requirements of *Chapter 440, Florida Statutes*.
- 2.3 **Automobile Liability** insurance with a minimum coverage of \$1,000,000 per accident, bodily injury and property damage.
- 2.4 **Professional Liability** for protection from negligent acts, errors and omissions of the consultant in the execution of their services.
  - A. For major projects or continuing services where the aggregate Construction Price is greater than \$10,000,000: A \$2,000,000 per occurrence liability limit and a \$5,000,000 aggregate limit with a deductible not to exceed \$50,000 per occurrence is required.
  - B. For projects or continuing services where the aggregate Construction Price is \$10,000,000 or less: A \$1,000,000 per occurrence liability limit and a \$2,000,000 aggregate limit with a deductible not to exceed \$50,000 per occurrence is required.
  - C. Insurance shall continue for not less than one (1) year following the completion of the performance or the attempted performance of the provisions of this agreement.

### **PART 3 – GENERAL REQUIREMENTS**

- 3.1 All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and except for Professional Liability, shall be written on ISO standard forms or their equivalent. Additionally, all insurance under this Section must be issued by an insurance company authorized to do business in the State of Florida and have an AM Best rating of A-, class IV or higher.
- 3.2 All insurance policies shall carry an endorsement which names The Gadsden County School Board, School Board's representatives and their respective trustees, directors, officers, employees and agents, as additional insureds.
- 3.3 Copies of all insurance shall be provided to the Owner prior to the start of any work.
- 3.4 The Architect/Engineer's policy shall be primary and any insurance carried by Owner (GCS) shall be noncontributing with respect thereto.
- 3.5 The insurance certificate(s) shall provide that any such insurance policy shall not be canceled, terminated, non-renewed, or materially changed without thirty (30) days' prior written notice to the Owner. In addition, the insurance company and/or the Architect/Engineer must provide thirty (30) days prior written notice to the Owner of any reduction in any of the policy limits.
- 3.6 In the event the Architect/Engineer or its consultants fail to maintain the insurance required hereby, the Owner may, at its discretion, pay any premium necessary to maintain the coverage required hereby and deduct such premium costs from the Architect/Engineer's fees under this Agreement.
- 3.7 The Architect/Engineer shall require all subcontractors, consultants, and agents ("consultants" for purposes of this provision) providing services on the Project to carry any and all insurance coverage that adequately covers each consultant's exposure based on the type of services they are providing in connection with the Project.
- 3.8 The Architect/Engineer shall release and discharge the Owner and the Owner's Related Parties of and from all liability to the Architect/Engineer, and to anyone claiming by, through or under the Architect/Engineer, by subrogation or otherwise, on account of any loss or damage to tools, machinery, and equipment or other property, however caused.
- 3.9 Architect/Engineer must provide the Owner with a Certificate(s) of Insurance(s) reflecting all of the insurance coverages satisfying the above requirements not later than ten (10) calendar days after the Effective Date of an Agreement and prior to commencement of any operations or activities hereunder. Additionally, the insurance required under this Agreement shall be carried by the Architect/Engineer at least until the Project reaches Final Completion and is accepted by the Owner unless specified differently elsewhere in this document or the contract.
- 3.10 The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of the Architect/Engineer's obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this Agreement.